

AGENDA

CITY OF WATSONVILLE

CITY COUNCIL MEETING

Opportunity Through Diversity; Unity Through Cooperation.



Working with our community to create positive impact through service with heart.

Rebecca J. Garcia, Mayor, District 5

Trina Coffman-Gomez, Mayor Pro Tempore, District 6

Felipe Hernandez, Council Member, District 1

Aurelio Gonzalez, Council Member, District 2

Lowell Hurst, Council Member, District 3

Francisco Estrada, Council Member, District 4

Ari Parker, Council Member, District 7

Matt Huffaker, City Manager

Alan J. Smith, City Attorney

Beatriz Vázquez Flores, City Clerk

Remote Teleconference Meeting

Zoom Webinar from computer, tablet or smartphone: <https://zoom.us/j/92706609937> or iPhone one-tap : US: +16699009128,,92706609937# or +12133388477,,92706609937#

Spanish language interpretation is available



Americans with Disabilities Act

The City of Watsonville, in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access and/or participate in City Council meetings, please call the City Clerk's Office at least three (3) days in advance of the meeting to make arrangements. The City of Watsonville TDD number is (831) 763-4075.

Meetings are televised live on Charter Cable Communications Channel 70 and AT&T Channel 99 and re-broadcast on Thursday at 5:00 p.m. and Saturday at 8:00 a.m. the same week of the meeting.

For information regarding this agenda or interpretation services, please call the City Clerk's Office at (831) 768-3040.

Notice of Remote/Teleconferencing Meeting

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, the Santa Cruz County Health Officer Extended and Modified Shelter in Place Orders, and the Governor's Executive Orders N-25-20 and N-29-20, that allows attendance by members of the City Council, City staff, and the public to participate and the Council to conduct the meeting by teleconference, videoconference, or both.

HOW TO VIEW THE MEETING: There is no physical location from which members of the public may observe the meeting. Please view the meeting which is being televised at Channel 70 (Charter) and Channel 99 (AT&T), video streamed at <https://watsonville.legistar.com/Calendar.aspx>, and Facebook Live.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit written comments through the City's Council Meeting portal at <https://watsonville.legistar.com> by clicking e-Comment or by emailing citycouncil@cityofwatsonville.org. All comments will be part of the meeting record. Emails received two hours before the meeting will not be uploaded to the Agenda and may not be seen by the Council or staff. They will be added to the agenda the day after the meeting.

HOW TO PARTICIPATE DURING THE MEETING: Members of the public are encouraged to join the meeting through Zoom Webinar from their computer, tablet or smartphone: <https://zoom.us/j/92706609937> or iPhone one-tap : US: +16699009128,,92706609937# or +12133388477,,92706609937# or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 9128 or +1 213 338 8477 or +1 669 219 2599 Webinar ID: 927 0660 9937

*You will access the meeting as an attendee; when you are ready to make a public comment, if joining by computer audio, please click on the "Raise Hand" button and the Clerk will unmute your microphone; by phone please press *9 on your keypad. If you want to enable your camera, please let the Clerk know when you start speaking. You may also register to speak until two hours before the meeting at <https://watsonville.legistar.com/Calendar.aspx>*

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Spanish interpretation services will be available through Zoom by toggling language audio options to the Spanish channel.

Servicios de interpretación en español estarán disponible en Zoom al elegir el botón Spanish.

4:00 p.m.

**(IF YOU CHALLENGE ANY ACTION APPEARING ON THIS AGENDA IN COURT, YOU
MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED
AT THE PUBLIC MEETING DESCRIBED ON THIS AGENDA, OR IN WRITTEN
CORRESPONDENCE DELIVERED TO THE CITY CLERK TWO HOURS BEFORE THE
MEETING OR DURING THE PUBLIC MEETING.)**

1. CLOSED SESSION

(City Council Conference Room, 275 Main Street, 4th Floor)

Closed Session Announcement

The City Council will now recess to discuss those items listed on the Closed Session Statement attached to the Agenda.

Public Comments regarding the Closed Session agenda will only be accepted by the City Council at this time.

A. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
(Government Code § 54954.5 and 54956.8)

1. *Property: 7 Second Street (APN: 017-781-02)*

Negotiating parties: Tamara Vides (for City as Landlord) & Ramanjeet Saini, franchisee for Subway Real Estate Corp., a Delaware corporation, as Tenant

Under Negotiation: Price, and terms of Lease

B. **CONFERENCE WITH LABOR NEGOTIATOR**
(Government Code Section 54957.6)

1. *Agency negotiator: Nathalie Manning and Matt Huffaker*

Employee organizations: Clerical Technical, Public Safety Mid-Management Unit, Operating Engineers Local Union No. 3 for employees in the Public Works Unit

5:30 p.m.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS

A. AGENDA PACKET

B. AGENDA EN ESPAÑOL (LA AGENDA ESTARÁ DISPONIBLE EN CUANTO SE TRADUZCA- WILL BE AVAILABLE ONCE TRANSLATED)

C. REPORT OF DISBURSEMENTS

Attachments: Report of Disbursements 11-17-2020
 Report of Disbursements 12-1-2020

D. MISCELLANEOUS DOCUMENTS REPORT

Attachments: Miscellaneous Documents Report December 8, 2020

- E. WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE (IF ANY)**

5. PRESENTATIONS & ORAL COMMUNICATIONS

This time is set aside for members of the general public to address the Council on any item not on the Council Agenda, which is within the subject matter jurisdiction of the City Council. No action or discussion shall be taken on any item presented except that any Council Member may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Council will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. ALL SPEAKERS ARE ASKED TO ANNOUNCE THEIR NAME AND ADDRESS IN ORDER TO OBTAIN AN ACCURATE RECORD FOR THE MINUTES.

- A. ORAL COMMUNICATIONS FROM THE PUBLIC (3 MINUTES)**
- B. ORAL COMMUNICATIONS FROM THE COUNCIL (2 MINUTES EACH)**
- C. REPORT OUT OF CLOSED SESSION**
- D. MAYOR'S PROCLAMATION RECOGNIZING DECEMBER 3RD, 2020, AS INTERNATIONAL DAY OF PERSONS WITH DISABILITIES & BRENDA GUTIERREZ BAEZA, VICE CHAIR OF THE SANTA CRUZ COUNTY COMMISSION ON DISABILITIES FOR HER WORK TOWARDS ACCESSIBILITY & INCLUSIVITY IN OUR COMMUNITY**

Attachments: International Day of Persons With Disabilities

6. REPORTS TO COUNCIL -- No Action Required

- A. CITY MANAGER'S UPDATE**

7. CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the consensus motion. The Mayor will allow public input prior to the approval of the Consent Agenda.

Public Input on any Consent Agenda Item

- A. MOTION APPROVING MINUTES OF NOVEMBER 10, 2020**

Attachments: Minutes 111020

B. MOTION AFFIRMING LOCAL APPOINTMENTS LIST FOR CITY COMMISSIONS, BOARDS, & COMMITTEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 54970-54974

Requested by: City Clerk Vázquez Flores

Attachments: [Affirm Local Appt List - Report](#)

[attachment 1 to report - Local Appt List 2020](#)

[attachment 2 to report - Local Appoint Gov Codes](#)

C. RESOLUTION AWARDING \$611,500 BID TO TOP LINE ENGINEERS, INC., FOR THE CORRALITOS SAND FILTER STRUCTURE ROOF REPLACEMENT PROJECT NO. WA-20-14348 (\$611,500 WILL BE FUNDED FROM THE WATER ENTERPRISE FUND)

Requested by: Public Works & Utilities Director Palmisano

Attachments: [Award Bid Filter Plant Roof Replacement - Report](#)

[Award Bid Filter Plant Roof Replacement - Resolution](#)

D. RESOLUTION AWARDING \$188,000 BID TO K. J. WOODS CONSTRUCTION, INC., FOR MADISON ALLEY SANITARY SEWER REPLACEMENT PROJECT NO. SS-20-02 (\$188,000 WILL BE FUNDED FROM THE SEWER ENTERPRISE FUND)

Requested by: Public Works & Utilities Director Palmisano

Attachments: [Award Bid Madison Alley Sewer Project - Report](#)

[Award Bid Madison Alley Sewer Project - Resolution](#)

E. RESOLUTION AWARDING TWO-YEAR CONTRACT TO JOSE PEREZ, DBA UNIFIED BUILDING MAINTENANCE, FOR JANITORIAL SERVICES AT CITY RECREATION FACILITIES, IN AN AMOUNT NOT TO EXCEED \$415,000 FROM FY 20/21 THROUGH FY 22/23 (\$415,000 WILL BE SPREAD OVER THREE FISCAL YEARS FUNDED BY THE GENERAL FUND)

Requested by: Parks & Community Services Director Calubaquib

Attachments: [Award Contract for Janitorial Services - Report](#)

[Awarding RFP to Unified Bldg Maintenance - Resolution](#)

[attachment to resolution - Contract](#)

F. RESOLUTION AUTHORIZING PURCHASE ORDER WITH ICONIX WATERWORKS (US) INC., IN AN AMOUNT NOT TO EXCEED \$500,000 PER YEAR FOR THREE (3) CALENDAR YEARS BEGINNING JANUARY 1, 2021, THROUGH DECEMBER 31, 2023, FOR PURCHASE OF WATER INFRASTRUCTURE REPLACEMENT MATERIALS

Requested by: Public Works & Utilities Director Palmisano

Attachments: Purchase Order with Iconix Waterworks - Report

Purchase Order Iconix Waterworks - Resolution

G. RESOLUTION AUTHORIZING INCREASE TO EXISTING PURCHASE ORDER WITH GRANITE ROCK COMPANY IN AN AMOUNT NOT TO EXCEED \$300,000 ENDING ON DECEMBER 31, 2020, FOR THE PURCHASE OF BUILDING MATERIAL & SERVICES FOR THE CITY'S WATER MAIN REPLACEMENT PLAN (\$300,000 WILL BE FUNDED BY THE WATER ENTERPRISE FUND)

Attachments: Purchase Order Increase with Granite Rock - Report

Purchase Order Increase with Granite Rock - Resolution

H. RESOLUTION APPROVING SOLE SOURCE PURCHASE FROM WESTECH ENGINEERING, INC., OF TWO (2) BIODOCTM ROTATIONAL SPEED CONTROL TRICKLING FILTER DRIVES, IN AN AMOUNT NOT TO EXCEED \$171,500 (\$171,500 WILL BE FUNDED FROM THE WASTEWATER UTILITY FUND)

Requested by: Public Works & Utilities Director Palmisano

Attachments: Sole Source Purchase Trickling Filter Drives - Report

attachment to report - Proposal

Sole Source Purchase Trickling Filter Drives - Resolution

I. RESOLUTION APPROVING FACILITIES USE AGREEMENT WITH COMMUNITY AGROECOLOGY NETWORK FOR USE OF A PORTION OF CITY PROPERTY ADJACENT TO RIVER PARK LOCATED AT 100 E. FRONT STREET FOR OPERATION & MANAGEMENT OF THE RIVER PARK COMMUNITY GARDEN

Requested by: Parks & Community Services Director Calubaquib

Attachments: River Park Community Garden Agreement - Report

River Park Community Garden Agreement - Resolution

attachment to resolution - Agreement

Exhibits A & B to Agreement

J. RESOLUTION ADOPTING AMENDED & RESTATED JOINT EXERCISE OF POWERS AGREEMENT & BYLAWS OF CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA), WHICH PERMITS THE MERGER OF PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) & THE REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF)

Attachments: CIRA-PARSAC and REMIF Merger - Report
attachment 1 to report - CIRA FAQ
attachment 2 to report - Lines of Coverage Matrix
Adoption of CRIA JPA & Bylaws - Resolution
attachment to resolution - CIRA JPA Agreement
attachment to resolution - CIRA Bylaws

K. RESOLUTION APPROVING \$7,500 AGREEMENT WITH PÁJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD) VIRTUAL ACADEMY FOR THE CITY'S ENVIRONMENTAL SCIENCE WORKSHOP TO CREATE, ASSEMBLE, & DISTRIBUTE 150 SCIENCE LEARNING TOOL BOXES & ACCOMPANYING PROJECT MATERIALS DURING THE 2020-2021 SCHOOL YEAR & APPROPRIATING SUCH FUNDS TO THE ENGINEERING & ADMINISTRATION DIVISION ACCOUNT

Requested by: Public Works & Utilities Director Palmisano
Attachments: Science Tool Kits Contract - Report
Science Tool Kits Contract - Resolution
attachment to resolution - Agreement

L. RESOLUTION ACCEPTING \$5,000 GRANT FROM SAVE THE REDWOODS LEAGUE TO SUPPORT WATSONVILLE ENVIRONMENTAL SCIENCE WORKSHOP'S OUTDOOR LEARNING ACTIVITIES & APPROPRIATING SUCH FUNDS TO THE ENGINEERING & ADMINISTRATION DIVISION ACCOUNT

Requested by: Public Works & Utilities Director Palmisano
Attachments: Grant Acceptance Save the Redwoods League - Report
Grant Acceptance Save the Redwoods League - Resolution

M. RESOLUTION APPROVING TEMPORARY BUSINESS LICENSE LATE FEE WAIVER FOR REMAINDER OF FISCAL YEAR 2020-21

Requested by: Administrative Services Director Czerwin
Attachments: Waive Business License Late Fees - Report
Waive Business License Late Fees - Resolution

N. RESOLUTION DECLARING CANVASS OF GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020

Requested by: City Clerk Vázquez Flores

Attachments: [Canvass of Election Council Districts 1 2 6 - Resolution](#)

[attachment to resolution - Statement of Votes](#)

O. FINAL ADOPTION OF ORDINANCE ADDING CHAPTER 19 (PARKLETS) TO TITLE 7 (PUBLIC WORKS) OF THE WATSONVILLE MUNICIPAL CODE TO ALLOW FOR PARKLETS WITHIN THE PUBLIC RIGHT OF WAY

Attachments: [WMC 7-19 Parklets - Ordinance](#)

8. ITEMS REMOVED FROM CONSENT AGENDA

9. NEW BUSINESS

A. PRESENTATION OF PLAQUE OF APPRECIATION TO OUTGOING MAYOR PRO-TEMPORE COFFMAN-GOMEZ & COUNCIL MEMBER HERNANDEZ

B. PRESENTATION OF GAVEL TO MAYOR GARCIA BY MAYOR PRO TEMPORE COFFMAN-GOMEZ

C. COMMENTS FROM OUTGOING MAYOR GARCIA (3 MINUTES)

D. COMMENTS FROM OUTGOING COUNCIL MEMBER HERNANDEZ & MAYOR PRO TEMPORE COFFMAN-GOMEZ (3 MINUTES EACH)

E. OATH OF OFFICE ADMINISTERED BY ALICIA MONTESINO TO NEWLY ELECTED CITY COUNCIL MEMBER EDUARDO MONTESINO (DISTRICT 1)

F. OATH OF OFFICE ADMINISTERED BY CITY CLERK VÁZQUEZ FLORES TO NEWLY ELECTED CITY COUNCIL MEMBER AURELIO GONZALEZ (DISTRICT 2)

G. OATH OF OFFICE ADMINISTERED BY SANTA CRUZ COUNTY CLERK TO ARI PARKER AS COUNCIL MAYOR PRO TEMPORE PURSUANT TO SECTION 500 OF THE CHARTER OF THE CITY OF WATSONVILLE

- H. OATH OF OFFICE ADMINISTERED BY SANTA CRUZ SUPERIOR COURT JUDGE SYDA COGLIATI TO JIMMY DUTRA AS COUNCIL MEMBER & MAYOR (PURSUANT TO SECTION 500 OF THE CHARTER OF THE CITY OF WATSONVILLE)
- I. COMMENTS FROM NEW MAYOR PRO TEMPORE PARKER (3 MINUTES)
- J. COMMENTS FROM NEW COUNCIL MEMBERS MONTESINO & GONZALEZ (3 MINUTES EACH)
- K. COMMENTS FROM NEW MAYOR DUTRA (3 MINUTES)
- L. COMMENTS FROM COUNCIL MEMBERS ESTRADA & HURST (2 MINUTES EACH)
- M. PUBLIC COMMENTS (2 MINUTES)

10. PUBLIC HEARINGS, ORDINANCES, & APPEALS

- A. CONSIDERATION OF FY 2020-2021 BUDGET UPDATE & RELATED ACTIONS**

Requested by: Administrative Services Director Czerwin

Attachments: Budget Update - Report

 Budget Appropriations - Resolution

 attachment to resolution - Appropriations

- 1) Staff Report by Administrative Services Director Czerwin
- 2) City Council Clarifying & Technical Questions
- 3) Public Hearing
- 4) Motion Whether to Approve Staff Recommendation
- 5) City Council Deliberation on the Motion

6) RESOLUTION AMENDING 2020-2021 BUDGET TO AUTHORIZE \$1,726,703 BUDGET APPROPRIATION INTO VARIOUS FUNDS

11. EMERGENCY ITEMS ADDED TO AGENDA**12. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS****13. ADJOURNMENT**

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day and on the City of Watsonville website at <https://watsonville.legistar.com/Calendar.aspx>.

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office (275 Main Street, 4th Floor) during normal business hours. Such documents are also available on the City of Watsonville website at <https://watsonville.legistar.com/Calendar.aspx> subject to staff's ability to post the document before the meeting.

CITY OF WATSONVILLE
 FINANCE DEPARTMENT
 SUMMARY OF DISBURSEMENTS
 WARRANT REGISTER DATED 10/29/2020 to 11/17/2020

FUND NO.	FUND NAME	AMOUNT
	130 EMPLOYEE CASH DEDUCTIONS FUND	706,432.31
	150 GENERAL FUND	144,459.30
	202 REDEVELOPMENT OBLIG RETIREMENT	144.46
	221 INCLUSIONARY HOUSING	479.61
	260 SPECIAL GRANTS	43,123.23
	291 CANNABIS REVENUE FUND	5,252.71
	305 GAS TAX	16,686.13
	309 PARKING GARAGE FUND	5,172.00
	310 SALES TAX MEASURE G	12,957.29
	312 MEASURE D	600.00
	349 PUBLIC FACILITIES	4,549.50
	354 SPECIAL DISTRICT FUNDS	85.99
	710 SEWER SERVICE FUND	249,438.69
	720 WATER OPERATING FUND	242,109.12
	730 AIRPORT ENTERPRISE FUND	44,694.14
	740 WASTE DISPOSAL FUND	344,994.93
	780 WORKER'S COMP/LIABILITY FUND	125,266.15
	787 HEALTH INSURANCE FUND POOL	11,160.71
	789 FIBER OPTIC FUND	4,850.00
	790 INFORMATION & TECHNOLOGY ISF	2,988.82
	TOTAL	1,965,445.09
TOTAL ACCOUNTS PAYABLE 10/29/2020 to 11/17/2020		1,259,012.78
PAYROLL INVOICES		706,432.31
TOTAL OF ALL INVOICES		1,965,445.09

Check Register

For the Period 10/29/2020 through 11/17/2020

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	AFLAC	40847	11/6/2020	69263	Payroll Run 1 - Warrant 201106	\$9,605.34
	BENEFIT COORDINATORS CORPORATION	40848	11/6/2020	69248	Payroll Run 1 - Warrant 201106	\$4,051.73
	CA STATE DISBURSEMENT UNIT	645	11/6/2020	69265	Payroll Run 1 - Warrant 201106	\$3,862.80
	CINCINNATI LIFE INSURANCE CO	40849	11/6/2020	69262	Payroll Run 1 - Warrant 201106	\$45.13
	CITY EMPLOYEES ASSOCIATION	40850	11/6/2020	69250	Payroll Run 1 - Warrant 201106	\$450.00
	COLONIAL LIFE & ACCIDENT INS	40851	11/6/2020	69251	Payroll Run 1 - Warrant 201106	\$198.40
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	40852	11/6/2020	69252	Payroll Run 1 - Warrant 201106	\$604.60
	ICMA RETIREMENT TRUST 457	649	11/6/2020	69253	Payroll Run 1 - Warrant 201106	\$43,300.87
		648	11/6/2020	69267	Payroll Run 1 - Warrant 201106	\$2,880.17
	OPERATING ENGINEERS LOCAL #3	40853	11/6/2020	69254	Payroll Run 1 - Warrant 201106	\$5,590.00
	PRE-PAID LEGAL SERVICES INC.	40854	11/6/2020	69266	Payroll Run 1 - Warrant 201106	\$207.20
	PROF FIRE FIGHTERS-WATSONVILLE	40855	11/6/2020	69255	Payroll Run 1 - Warrant 201106	\$2,465.00
	PUBLIC EMP RETIREMENT SYSTEM	647	11/6/2020	69256	Payroll Run 1 - Warrant 201106	\$267,112.36
	SALLY MCCOLLUM	40856	11/6/2020	69249	Payroll Run 1 - Warrant 201106	\$500.00
	SEIU LOCAL 521	40858	11/6/2020	69257	Payroll Run 1 - Warrant 201106	\$1,287.83
		40857	11/6/2020	69268	Payroll Run 1 - Warrant 201106	\$25.00
	STATE OF CALIFORNIA TAX BOARD	40859	11/6/2020	69259	Payroll Run 1 - Warrant 201106	\$365.00
	WAGEWORKS INC	40860	11/6/2020	69264	Payroll Run 1 - Warrant 201106	\$4,215.19
	WATSONVILLE POLICE ASSOCIATION	40861	11/6/2020	69260	Payroll Run 1 - Warrant 201106	\$7,274.00
	WIRE TRANSFER-IRS	644	11/6/2020	69261	Payroll Run 1 - Warrant 201106	\$291,631.86
	WIRE TRANSFER-STATE OF CALIFORNIA	646	11/6/2020	69258	Payroll Run 1 - Warrant 201106	\$60,759.83

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0130	Fund Total					\$706,432.31
0150	ANALGESIC SERVICES, INC.	40883	11/10/2020	309398	OXYGEN	\$116.50
		40883	11/10/2020	309388	OXYGEN	\$116.50
	AT&T	40885	11/10/2020	138890696 10/17/2020	INTERNET/TV SERVICES	\$211.39
		40885	11/10/2020	10/24/20- 292375992	Monthly Charges Oct 25 - Nov 24	\$181.88
		40862	11/4/2020	138890679- 10/14/2020	SERVICE 10/15-11/14/2020	\$39.50
	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$15.42
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$928.27
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$50.14
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$80.53
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$15.42
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$65.11
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$313.20
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$1,050.97
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$2,370.50
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$22.25
	BAKER & TAYLOR BOOKS	40888	11/10/2020	75025907- 10/31/2020	BOOKS	\$161.33
	BARBA, FELIX H.	40889	11/10/2020	10/26/2020	FIRE-ACLS CLASS	\$157.00
	BARBARA A. BAKER	40890	11/10/2020	REFUND- PARKING FEE	REFUND-PARKING PERMIT OVERCHARGE	\$10.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	BARTEL ASSOCIATES, LLC	40891	11/10/2020	20-857	ACTUARIAL CONSULTING SERVICES	\$1,400.00
	BENJAMIN OW	40894	11/10/2020	10-26-20	REFUND OF 80% OF SPECIFIC PLAN PREPARATION FEES SI	\$13,435.20
		40894	11/10/2020	10-23-20	REFUND OF REMAINING BALANCE OF THE ORIGINAL DEPOSI	\$19,488.72
	BEWLEY'S CLEANING, INC.	40896	11/10/2020	009499	JANITORIAL SERVICES	\$156.57
		40896	11/10/2020	009500	JANITORIAL SERVICES	\$296.70
	BIG CREEK LUMBER COMPANY	40897	11/10/2020	10/27/2020	SUPPLIES	\$1,761.24
		40897	11/10/2020	10/27/2020	SUPPLIES	\$54.60
	BIOBOT ANALYTICS, INC.	40899	11/10/2020	2E67EBED-0002	COVID TESTING	\$4,680.00
	BURTON'S FIRE APPARATUS, INC.	40903	11/10/2020	50435	PARTS	\$310.29
		40903	11/10/2020	50754	OUTLET BOX	\$51.56
	CALIFORNIA PEACE OFFICER'S ASSOCIATION	40906	11/10/2020	270710	Membership Renewal	\$300.00
	CHARTER COMMUNICATIONS	40912	11/10/2020	0002463101520	SERVICE	\$159.93
		40912	11/10/2020	0002463101520	SERVICE	\$31.05
	CHAZ CUSTOM EMBROIDERY & DIGITIZING	40913	11/10/2020	3103	Repairs made to 4471 panel	\$475.25
		40913	11/10/2020	3102	Repairs made to 4471 panel	\$260.21
	CHAZ TOWING	40914	11/10/2020	70693	TOW	\$192.50
		40914	11/10/2020	72647	TOW	\$125.00
		40914	11/10/2020	72076	VEHICLE MAINTENANCE	\$54.00
	CHEVROLET OF WATSONVILLE	40915	11/10/2020	237889	VEHICLE MAINTENANCE	\$136.18
	CIVICPLUS	40916	11/10/2020	205138	ANNUAL FEE FOR HOSTING & SUPPORT OF CDD HEADER FOR	\$752.46
	COAST PAPER SUPPLY INC	40917	11/10/2020	602882	HAND SOAP REFILLS	\$117.99
	CODE PUBLISHING	40918	11/10/2020	68094	68094 MUNICIPAL CODE	\$264.00
	CONSTANTINE, WILLIAM J.	40920	11/10/2020	08/31/2020	PROVIDE LEGAL SERVICES	\$1,692.00
		40920	11/10/2020	10/15/2020	PROVIDE LEGAL SERVICES	\$3,478.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	CONTINUANT, INC.	40921	11/10/2020	INV/2020/43593	IP PHONE REPLACEMENT FOR CITY COUNCIL OFFICE	\$140.75
	COUNTY OF SANTA CRUZ COLLECTIONS	40863	11/4/2020	AUGUST 2020	PKG TICKET SURCHARGE	\$5,661.00
	COUNTY OF SANTA CRUZ-CLERK OF THE BOARD	40922	11/10/2020	358	FILING FEE FOR NOTICE OF EXEMPTION FOR 15 WEST LAK	\$50.00
	COUNTY OF SANTA CRUZ-ISD	40923	11/10/2020	QUERY 10/28/2020	OPEN QUERY	\$1,311.55
	CRIME SCENE CLEANERS INC	40924	11/10/2020	79122	CLEANING SERVICES FOR WPD	\$250.00
	DANIEL SANCHEZ	40930	11/10/2020	10-16-20	REFUND DUE TO MODIFICATON OF PERMIT #379 REQUESTED	\$449.00
	DELTA GLASS	40931	11/10/2020	84671	VEHICLE MAINTENANCE	\$390.99
	DIVISION OF STATE ARCHITECT	40865	11/4/2020	9/2019	FEE	\$3.60
		40864	11/4/2020	12/2019	FEE	\$1.50
		40869	11/4/2020	10/2019	FEE	\$62.40
		40868	11/4/2020	01/2020	FEE	\$39.20
		40867	11/4/2020	SB 1186-6/2020	FEE	\$22.00
		40866	11/4/2020	7/2020	FEE	\$10.80
		40870	11/4/2020	SB1186-9/2019	FEE	\$926.80
	EDUARDO VALADEZ	40933	11/10/2020	11	POLICE VEHICLE REPAIRS-UNIT #4	\$234.87
	EMERYVILLE OCCUPATIONAL MEDICAL CENTER, INC.	40935	11/10/2020	613120	New Hire Physical Exam - J. Goulding	\$1,040.00
	EMT CERTIFICATION FUND	40871	11/4/2020	2002	E141423-JASON LARSON	\$37.00
	ERNESTO'S CLEANING SERVICES	40940	11/10/2020	1007	Janitorial Services for Park R	\$2,200.00
	FASTENAL COMPANY	40941	11/10/2020	CAWAT110774	SUPPLIES-CAUTION TAPE	\$36.02
	FIRST ALARM, INC.	40943	11/10/2020	573433	ALARM SERVICES AT FREEDOM LIBRARY	\$267.51
	GRANICUS, INC.	40947	11/10/2020	130552	Live Streaming & Agendas Softw	\$3,901.06
		40947	11/10/2020	130552	Live Streaming & Agendas Softw	\$147.02
	HARBOR FREIGHT TOOLS	40950	11/10/2020	919612	SUPPLIES	\$119.38

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	HARRIS & ASSOCIATES INC.	40951	11/10/2020	46428	To determine appropriate CEQA	\$1,738.75
	ICMA MEMBERSHIP RENEWALS	41057	11/12/2020	611769-2021	M. HUFFAKER- DUES, MEMBER #611769	\$1,760.00
	INTERSTATE ALL BATTERY CENTER	40954	11/10/2020	11/02/2020	BATTERIES	\$106.71
	JACKSON LEWIS PC	40956	11/10/2020	7566757	FOR PROFESSIONAL SERVICES RENDERED	\$1,221.00
	KELLY-MOORE PAINT COMPANY, INC.	40960	11/10/2020	818-00000314478	PAINT	\$75.15
		40960	11/10/2020	818-00000315009	PAINT	\$140.57
		40960	11/10/2020	818-00000315083	PAINT AND SUPPLIES	\$197.79
		40960	11/10/2020	818-00000315202	PAINT	\$88.11
		40960	11/10/2020	818-00000315519	PAINT	\$228.70
	KME FIRE APPARATUS	40965	11/10/2020	ca554053	Transfer wheel for 4411 & 4412	\$341.49
	LA SELVA	40966	11/10/2020	5587	10/1/20, INV#5587 - TREE MAINTENANCE.	\$750.00
		40966	11/10/2020	5588	10/1/20, INV#5588 - TREE MAINTENANCE.	\$1,400.00
	LIEBERT CASSIDY WHITMORE	40968	11/10/2020	1508034	FOR PROFESSIONAL SERVICES RENDERED	\$6,552.00
	MISSION LINEN SUPPLY	40975	11/10/2020	292109-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$528.19
		40975	11/10/2020	292108-11/02/2020	UNIFORM RENTAL AND LAUNDRY SER	\$60.32
	NATIONAL TRUCK SALES & SERVICE	40982	11/10/2020	236895	Front suspension repair on 4412	\$1,925.64
	ONE TIME VENDOR	40984	11/10/2020	23860471	REFUND- PINTO LAKE RV RESERVATION	\$150.00
		40983	11/10/2020	10-2020-018197	REFUND-WATSONVILLE SENIOR CENTER RENTAL FEE	\$100.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	40985	11/10/2020	39880	SHARPEN CHAIN	\$102.54
		40985	11/10/2020	39773	REPAIRS TO CIRCULAR RESCUE SAW	\$246.67
		40985	11/10/2020	40070	PARTS AND REPAIRS	\$45.74

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PACIFIC GAS & ELECTRIC	40992	11/10/2020	5060076049-5-10/22	ELEC	\$1,017.04
		40993	11/10/2020	9491368495-0-10/21	ELEC	\$1,188.37
		40993	11/10/2020	9491368495-0-10/21	ELEC	\$1,271.09
		40988	11/10/2020	7624842502-7-10/23	GAS & ELECF	\$156.54
		40989	11/10/2020	5740377546-3-10/23	ELEC	\$279.41
	PAJARO VALLEY PRINTING	41003	11/10/2020	41259	SAFETY INSPECTION SHEETS	\$650.04
		41003	11/10/2020	41103	PRINTING	\$818.28
		41003	11/10/2020	40962	KNOW YOUR RISK FLYER	\$1,742.54
		41003	11/10/2020	41170	FARM WORKER FLYERS	\$223.96
		41003	11/10/2020	41255	HOLIDAY SEASON BANNER	\$818.28
		41003	11/10/2020	41137	PRINTING	\$3,430.45
		41003	11/10/2020	41136	NEWSLETTERS	\$4,577.58
	QUENCH USA, INC.	41014	11/10/2020	INV02711884	WATER SERVICE	\$15.03
		41014	11/10/2020	INV02711884	WATER SERVICE	\$15.03
		41014	11/10/2020	INV02711884	WATER SERVICE	\$15.03
		41014	11/10/2020	INV02711884	WATER SERVICE	\$15.00
	RAIMI + ASSOCIATES, INC.	41015	11/10/2020	20-3851	DOWNTOWN SPECIFIC PLAN, EIR &	\$847.14
		41015	11/10/2020	20-3893	DOWNTOWN SPECIFIC PLAN, EIR &	\$3,510.20
		41015	11/10/2020	20-3910	DOWNTOWN SPECIFIC PLAN, EIR &	\$2,168.63
	REGISTER PAJARONIAN	41016	11/10/2020	2020-392341	ADVERTISING	\$472.24
		41016	11/10/2020	2020-392340	ADVERTISING	\$514.88
		41016	11/10/2020	17981	ADVERTISING	\$164.00
		41016	11/10/2020	17982	ADVERTISING	\$74.62
		41016	11/10/2020	10467	ADVERTISING	\$193.59

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RICOH USA, INC	40875	11/4/2020	5060677800	COPIER CHARGES	\$85.91
		40875	11/4/2020	5060677800	COPIER CHARGES	\$85.91
		40875	11/4/2020	5060677800	COPIER CHARGES	\$85.91
		40875	11/4/2020	5060677800	COPIER CHARGES	\$184.52
		40875	11/4/2020	5060677800	COPIER CHARGES	\$85.91
		40875	11/4/2020	5060677800	COPIER CHARGES	\$93.47
		40875	11/4/2020	5060677800	COPIER CHARGES	\$40.90
		40875	11/4/2020	5060677800	COPIER CHARGES	\$27.27
		40875	11/4/2020	5060677800	COPIER CHARGES	\$27.27
		40875	11/4/2020	5060677800	COPIER CHARGES	\$40.89
		41017	11/10/2020	104265851	COPIER RENTAL	\$1,201.12
	ROSS RECREATION EQUIPMENT CO., INC.	41018	11/10/2020	I17760	10/23/20, INVI17760 - REPAIR PARTS FOR CALLAGHAN P	\$1,137.01
	SANTA CRUZ COUNTY HEALTH SERVICE AGENCY	41023	11/10/2020	2002	EMT Recertification - J. Larsen	\$100.00
	SCOTT'S PPE RECON INC.	41025	11/10/2020	36490	EQUIPMENT DISINFECTING AND UNIFORM SERVICE	\$2,310.00
	SENTRY ALARM SYSTEM	41026	11/10/2020	2129121	Sprinkler installation @ WPD locker room	\$5,262.93
	SILKE COMMUNICATIONS	41028	11/10/2020	100789	ENDURA VEHICLE CHARGER	\$98.32
	SPRINT	41029	11/10/2020	550592226-210	CELL CHARGE FOR FIRE DEPT FROM 09/26/20-10/25/2020	\$18.92
	SUNSYSTEM TECHNOLOGY	41033	11/10/2020	018262	CITYWIDE SOLAR MAINTENANCE CON	\$887.13
	TRI COUNTY LANDSCAPE SUPPLY	41040	11/10/2020	50741	TOPSOIL BLEND	\$43.09
	ULINE	41041	11/10/2020	125100671	EVIDENCE SUPPLIES	\$39.24
	V & V MANUFACTURING, INC.	41043	11/10/2020	51697	BADGE REPAIR	\$37.35
	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$266.07

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$960.87
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$505.48
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$1,001.12
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$456.12
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$53.77
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$851.63
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$30.94
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$102.01
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$6.01
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$61.84
WATSONVILLE CHRYSLER DODGE JEEP RAM	WATSONVILLE CHRYSLER DODGE JEEP RAM	41047	11/10/2020	201579	VEHICLE MAINTENANCE	\$2,127.63
		41047	11/10/2020	201638	VEHICLE MAINTENANCE	\$599.78
		41047	11/10/2020	201480	VEHICLE MAINTENANCE	\$1,365.50
		41047	11/10/2020	201501	VEHICLE MAINTENANCE	\$1,944.86
WATSONVILLE FORD	WATSONVILLE FORD	41048	11/10/2020	141593	VEHICLE MAINTENANCE	\$197.09
		41048	11/10/2020	141379	VEHICLE MAINTENANCE	\$528.57
		41048	11/10/2020	141574	VEHICLE MAINTENANCE	\$682.81
		41048	11/10/2020	141199	VEHICLE MAINTENANCE	\$1,883.93
		41048	11/10/2020	141368	VEHICLE MAINTENANCE	\$273.76
		41048	11/10/2020	141460	VEHICLE MAINTENANCE	\$1,157.55
		41048	11/10/2020	141569	VEHICLE MAINTENANCE	\$2,688.74

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	Fund Total					\$144,459.30
0202	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$58.54
	RICOH USA, INC	40875	11/4/2020	5060677800	COPIER CHARGES	\$85.92
	Fund Total					\$144.46
0221	PAJARO VALLEY PRINTING	41003	11/10/2020	41221	EVICTION INFO	\$479.61
	Fund Total					\$479.61
0260	RAIMI + ASSOCIATES, INC.	41015	11/10/2020	20-3851	DOWNTOWN SPECIFIC PLAN, EIR &	\$4,798.10
		41015	11/10/2020	20-3893	DOWNTOWN SPECIFIC PLAN, EIR &	\$19,898.14
		41015	11/10/2020	20-3910	DOWNTOWN SPECIFIC PLAN, EIR &	\$13,260.69
	TOP GEAR INC.	41038	11/10/2020	59553	OTS GRANT - HELMETS	\$2,996.30
	WATSONVILLE WETLANDS WATCH	41050	11/10/2020	MS DAC 0920	SC IRWM - MIDDLE STRUVE SLOUGH	\$2,170.00
	Fund Total					\$43,123.23
0291	CENTRAL COAST LANDSCAPE & MAINTENANCE	40910	11/10/2020	21311	LANDSCAPE MAINTENANCE	\$2,487.00
		40910	11/10/2020	21414	LANDSCAPE MAINTENANCE	\$2,487.00
	K & D LANDSCAPING INC.	40959	11/10/2020	109242	10/7/20, INV109242 - IRRIGATION REPAIR.	\$278.71
	Fund Total					\$5,252.71
0305	AIR UNLIMITED	40880	11/10/2020	290181	INV#290181 PROPANE 12.6 GALLONS 10-12-2020	\$40.05
		40880	11/10/2020	290176	INV#290176 PROPANE 12.9 GALLONS ON 10-15-2020	\$41.01
	D&M TRAFFIC SERVICES, INC.	40929	11/10/2020	74100	INV#24X30 A 080 HIP SOL RAISED PAVEMENT MARKER ALL	\$1,237.49
	KELLY-MOORE PAINT COMPANY, INC.	40960	11/10/2020	818-00000313779	PAINT	\$72.80
		40960	11/10/2020	818-00000314816	PAINT	\$8.48
	MISSION LINEN SUPPLY	40975	11/10/2020	292105-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$151.04
	PACIFIC GAS & ELECTRIC	40990	11/10/2020	6771895322-6-10/22	ELEC	\$477.48

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0305	PACIFIC GAS & ELECTRIC	40987	11/10/2020	0581861689-7-10/22-	ELEC	\$54.99
		40995	11/10/2020	0909726970-9-10/26	ELEC	\$13,155.46
	STATEWIDE TRAFFIC SAFETY AND SIGNS INC.	41031	11/10/2020	05030857	INV#05030857 FLEXIBLE MARKER ADHESIVE CA AP	\$283.92
		41031	11/10/2020	05030449	INV#05030449 INTL 6101 WHITE FAST DRY W/B 5, TOM 4	\$1,163.41
	Fund Total					\$16,686.13
0309	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$694.53
	CRUZIO/THE INTERNET STORE INC.	40925	11/10/2020	N29135-120	PUBLIC WIRELESS AP FROM 12/01/2020-12/31/2020	\$74.95
	PACIFIC GAS & ELECTRIC	40994	11/10/2020	3370611625-9-10/22	ELEC	\$2,864.72
	SENTRY ALARM SYSTEM	41026	11/10/2020	101632	12V BATTERIES FOR PARKING GARAGE	\$101.60
	VENTEK INTERNATIONAL	40877	11/4/2020	123868	PARKING MACHINE FEE	\$1,436.20
	Fund Total					\$5,172.00
0310	ADVANTAGE GEAR, INC	40879	11/10/2020	36579-1	Bi-Annual MOU required uniform order	\$178.83
	AT&T-CAL NET 2	40886	11/10/2020	000015507688	CALNET_PAL PHONE SERVICE FROM 09/24/20-10/23/2020	\$63.53
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$40.78
	CALIFORNIA PEACE OFFICER'S ASSOCIATION	40906	11/10/2020	257440	WPD Membership	\$1,500.00
	CHARTER COMMUNICATIONS	40912	11/10/2020	0002463101520	SERVICE	\$222.47
	JIMMY D. VANHOVE	40957	11/10/2020	268	OCTOBER K-9 TRAINING	\$800.00
	PACIFIC SANTA CRUZ VETERINARY HOSPITAL	41001	11/10/2020	926574	K-9 Credelio Boxes	\$537.73
	SCOTT'S PPE RECON INC.	41025	11/10/2020	36490	EQUIPMENT DISINFECTING AND UNIFORM SERVICE	\$4,234.65
	STOP STICK, LTD.	41032	11/10/2020	0018879-IN	Traffic Supplies	\$732.49

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$2,378.11
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$28.70
	ZETX, INC.	41055	11/10/2020	CA20.0440300	TraX Yearly Service	\$2,240.00
	Fund Total					\$12,957.29
0312	BIKE SANTA CRUZ COUNTY	40898	11/10/2020	1031	EARN A BIKE PROGRAM	\$600.00
	Fund Total					\$600.00
0349	C2 BUILDERS, INC.	40904	11/10/2020	3358	ADA wheelchair accessible ramp	\$3,199.50
		40904	11/10/2020	3357	REPAIRS SENIOR CENTER	\$1,350.00
	Fund Total					\$4,549.50
0354	MISSION LINEN SUPPLY	40975	11/10/2020	292109-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$55.28
		40975	11/10/2020	292109-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$30.71
	Fund Total					\$85.99
0710	ABSOLUTE STANDARDS, INC	40878	11/10/2020	195251	TESTING	\$165.00
	AIRGAS USA, LLC	40881	11/10/2020	9974427334	CYLINDER CHARGES	\$34.52
	AMERICAN MESSAGING	40882	11/10/2020	M7023652UK	PAGER SERVICE FOR WASTEWATER FR 11/01/20-11/30/20	\$38.44
	APPLIED INDUSTRIAL TECHNOLOGIES	40884	11/10/2020	7020032054	PARTS FOR FANS	\$990.97
	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$92.04
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$256.39
	BEECHER ENGINEERING, INC.	40893	11/10/2020	1020-66	PRE-DESIGN STUDY OF THE WWTP E	\$1,600.00
	BEWLEY'S CLEANING, INC.	40896	11/10/2020	009499	JANITORIAL SERVICES	\$114.95
	BIG CREEK LUMBER COMPANY	40897	11/10/2020	10/27/2020	SUPPLIES	\$887.70
	BOWMAN & WILLIAMS, INC.	40900	11/10/2020	14972	CONSULTING SURVEYOR SERVICES	\$902.50

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0710	BOWMAN & WILLIAMS, INC.	40900	11/10/2020	14973	CONSULTING SURVEYOR SERVICES	\$1,662.50
	BUCKLES-SMITH ELECTRIC	40902	11/10/2020	1995115-00	PARTS- SECONDARY BLOWER #2	\$1,184.95
	CALIFORNIA GREEN BUSINESS NETWORK	40905	11/10/2020	1346	INV#1346 MEMBERS DUE FEES FOR JULY 2020-JUNE 2021	\$5,289.00
	CARL JOHNSON	40907	11/10/2020	SEWER-436 E BEACH ST	I QUALIFYING SEWER LATERAL REBATE @ 436 EAST BEACH	\$1,500.00
	CARMEL AREA WASTEWATER DISTRICT	40908	11/10/2020	883	SERVICE	\$14,312.00
	CWEA	40927	11/10/2020	416932	BRIAN C CONDY	\$192.00
		40926	11/10/2020	26376	MICHAEL D CRANE	\$192.00
	D&G SANITATION	40928	11/10/2020	275575	PORTABLE TOILET SERVICE	\$223.96
	ENVIRONMENTAL EXPRESS, INC.	40937	11/10/2020	1000621564	SUPPLIES	\$423.17
	ENVIRONMENTAL INNOVATIONS, INC.	40938	11/10/2020	1205	Coordination of City's Green B	\$1,665.00
	FASTENAL COMPANY	40941	11/10/2020	CAWAT111145	SUPPLIES	\$450.95
	FEDEX	40942	11/10/2020	7-145-93052	FRT	\$43.31
	GLOBAL ALLIANCE OF CMMUNITY SCIENCE WORKSHOPS	40945	11/10/2020	1002	STAFF DEVELOPMENT	\$200.00
	GRAINGER	40946	11/10/2020	9693739311	AIR FILTER	\$455.65
		40946	11/10/2020	9697924505	AIR FILTERS	\$303.33
	GRANICUS, INC.	40947	11/10/2020	130552	Live Streaming & Agendas Softw	\$50.85
	HIGHMARK ANALYTICS	40952	11/10/2020	0009666	PARTS	\$1,206.00
	KEMIRA WATER SOLUTIONS, INC.	40961	11/10/2020	9017691349	WWTF FERRIC CHLORIDE SUPPLY	\$9,364.65
	KIMBALL MIDWEST	40962	11/10/2020	8352330	PARTS	\$402.92
	KJ WOODS CONSTRUCTION INC	40964	11/10/2020	6/1 TO 6/30/2020	AIRPORT FREEDOM TRUNK SEWER RP	\$18,334.62
	M-I-C INC.	40972	11/10/2020	4538	PARTS	\$15,152.96
	MONTEREY BAY ANALYTICAL SERVICES, INC.	40977	11/10/2020	2009WAT	SERVICE	\$117.00
		40977	11/10/2020	2009WAT	SERVICE	\$157.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	MONTEREY COUNTY HERALD	40978	11/10/2020	0001265634	0001235634 CLASSIFIED ADVERTISING	\$698.85
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	40985	11/10/2020	40111	CHAIN SAW REPAIRS	\$638.30
	PACIFIC GAS & ELECTRIC	40998	11/10/2020	1283243089-1-10/20	ELEC	\$42,741.24
		40997	11/10/2020	6994615709-1-10/28	ELEC	\$36,549.93
		40996	11/10/2020	2914465320-0-10/28-	ELEC	\$16,944.40
		40991	11/10/2020	9335083043-1-11/3	GAS	\$993.30
		41005	11/10/2020	SW240168976	SERVICES FOR COLLECTIONS AND W	\$2,560.88
	PETERSON	41005	11/10/2020	SW240168977	SERVICES FOR COLLECTIONS AND W	\$2,286.35
		41009	11/10/2020	1492075	CHEMICALS FOR WASTEWATER AND R	\$29,453.22
		41009	11/10/2020	1492189	CHEMICALS FOR WASTEWATER	\$4,525.13
	POLYDyne INC.	41009	11/10/2020	1492189	CHEMICALS FOR WASTEWATER	\$2,695.83
		41010	11/10/2020	99504425	SUPPLIES	\$267.92
		41010	11/10/2020	99635314	CYLINDER RENT	\$251.77
	PROVAC SALES, INC.	41011	11/10/2020	39234	PUMP FOR LAB	\$3,983.26
	PSOMAS	41012	11/10/2020	167102	ON-CALL INSPECTION SERVICES	\$247.50
		41012	11/10/2020	167098	INSPECTION SERVICES FOR AIRPOR	\$3,180.00
	RICOH USA, INC	40875	11/4/2020	5060677800	COPIER CHARGES	\$99.11
		40875	11/4/2020	5060677800	COPIER CHARGES	\$85.85
		40875	11/4/2020	5060677800	COPIER CHARGES	\$85.91
	SAMPLE TRAPS, LLC	41020	11/10/2020	9120-1684	SUPPLIES	\$271.69
	SANCHEZ, MARTIN	41021	11/10/2020	BOOT REIMB. FY20/21	PW- BOOT REIMBURSEMENT	\$198.35
	SANDEN CONSTRUCTION INC.	41022	11/10/2020	1260	MECHANICAL ROOM RE-ROOF	\$5,336.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	STATE WATER RESOURCES CONTROL BOARD	41030	11/10/2020	ERIK LOPEZ	OPERATOR-IN-TRAINING APPLICATION FOR WASTEWATER TR	\$125.00
	SUNSYSTEM TECHNOLOGY	41033	11/10/2020	018262	CITYWIDE SOLAR MAINTENANCE CON	\$2,922.37
	THATCHER COMPANY, INC.	41036	11/10/2020	279701	CHEMICALS FOR RECYCLE WATER	\$4,390.41
		41036	11/10/2020	279929	CHEMICALS FOR RECYCLE WATER	\$4,384.72
	ULINE	41041	11/10/2020	126004620	44794381 VARIOUS MATERIAL FOR TOOLKITS // SCIENC	\$1,421.55
		41041	11/10/2020	124610280	DECEMBER TOOL BOXES	\$1,770.53
		41041	11/10/2020	126086445	PARTS	\$22.58
	USA BLUEBOOK	41042	11/10/2020	403187	SUPPLIES- SLUDGE JUDGE COMPLETE	\$931.06
	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$38.01
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$114.03
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$76.02
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$114.03
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$39.09
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$66.46
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$44.20
		41045	11/10/2020	8802608158	SUPPLIES	\$124.01
	WATER ENVIRONMENT FEDERATION	41046	11/10/2020	RYAN A SMITH	PLEASE ATTACH ORIGINAL APPLICATION	\$332.00
		41046	11/10/2020	JIM CROWLEY	MEMBER DUES FOR JIM CROWLEY // MAIL CODE: RE30BE	\$332.00
	XOCHITL GARCIA	41053	11/10/2020	10/29/2020	PW-INTER MICRO EXCELL CLASS	\$129.00
Fund Total						\$249,438.69

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	AMERICAN MESSAGING	40882	11/10/2020	M7023541UK	WATER PAGER SERVICE FROM 11/01/20-11/30/2020	\$76.69
	AT&T	40862	11/4/2020	138890679-10/14/2020	SERVICE 10/15-11/14/2020	\$39.50
		40862	11/4/2020	138890679-10/14/2020	SERVICE 10/15-11/14/2020	\$39.50
	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$282.43
	BEECHER ENGINEERING, INC.	40893	11/10/2020	1020-67	INVOICE #1020-67 PROFESSIONAL ELECTRICAL ENGIN	\$200.00
	BIG CREEK LUMBER COMPANY	40897	11/10/2020	10/27/2020	SUPPLIES	\$57.75
	CAROLLO ENGINEERS, INC.	40909	11/10/2020	0191751	ZONE 2 WATER RESERVOIR SITE ST	\$16,100.00
	CHARTER COMMUNICATIONS	40911	11/10/2020	0274807101920	SERVICE	\$91.32
		40912	11/10/2020	0002463101520	SERVICE	\$139.94
		40912	11/10/2020	0002463101520	SERVICE	\$31.05
		40912	11/10/2020	0002463101520	SERVICE	\$31.05
		40912	11/10/2020	0002463101520	SERVICE	\$31.05
		40912	11/10/2020	0002463101520	SERVICE	\$98.01
	D&G SANITATION	40928	11/10/2020	275577	SERVICE	\$25.00
		40928	11/10/2020	275579	SERVICE	\$25.00
		40928	11/10/2020	275581	SERVICE	\$25.00
		40928	11/10/2020	275580	SERVICE	\$25.00
		40928	11/10/2020	275578	SERVICE	\$25.00
	ELECTROSTEEL USA	40934	11/10/2020	7020	SPECIALIZED PIPES FOR WATER SE	\$24,078.60
	EPICO SYSTEMS INC.	40939	11/10/2020	2020-77	FIBER OPTICS UPGRADE PROJ ST-2	\$37,287.50
	GRANITE CONSTRUCTION COMPANY	40948	11/10/2020	1897139	INV#1897139 PATCH PAVING AT FREEDOM MEAT LOCKER	\$2,723.03
	GRANITE ROCK COMPANY	40949	11/10/2020	1268265	INV#1268265 JOB NAME: EUREKA CANYON & GRIZZLY FLAT	\$443.80

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	GRANITE ROCK COMPANY	40949	11/10/2020	1266913	INV#1266913 3/4 CLASS A AGG BASE 110-033	\$427.60
	HARRIS & ASSOCIATES INC.	40951	11/10/2020	46519	RISK & RESILIENCE ASSESSMENT &	\$2,586.00
	ICONIX WATERWORKS (US) INC.	40953	11/10/2020	10/31/2020	WATER INFRASTRUCTURE REPLACEME	\$8,714.18
		40953	11/10/2020	10/31/2020	WATER INFRASTRUCTURE REPLACEME	\$49,993.58
	INTERSTATE ALL BATTERY CENTER	40954	11/10/2020	11/02/2020	BATTERIES	\$49.00
	JUAN ARTEAGA	40958	11/10/2020	20127	ONE QUALIFYING LANDSCAPE REBATE @ 721 ARCE ST ACCT	\$500.00
	LENOVO INC.	40967	11/10/2020	6455565514	DOCKING STATION FOR 3 LAPTOPS	\$468.68
	M&M BACKFLOW & METER MAINTENANCE	40971	11/10/2020	INV-000870	INV-000870 4" EVCO METER, (1) SENSUS ENCOUNTER (1)	\$3,471.47
	MISSION LINEN SUPPLY	40975	11/10/2020	292106-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$436.64
		40975	11/10/2020	292107-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$725.77
		40975	11/10/2020	279214-11/02/2020	UNIFORM RENTAL AND LAUNDRY SER	\$352.42
	MNS ENGINEERS, INC.	40976	11/10/2020	76065	ON CALL CONSULTANT ENGINEERING	\$2,802.50
	MONUMENT LUMBER COMPANY	40979	11/10/2020	10/25/2020	SUPPLIES	\$144.36
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	40985	11/10/2020	40140	CHAINS	\$66.38
	PACIFIC GAS & ELECTRIC	40986	11/10/2020	8999729770-3-10/23	ELEC	\$9.86
		40999	11/10/2020	8693283387-3-10/23	ELEC	\$82,462.59
	PERALTA'S MACHINE SHOP	41004	11/10/2020	7017	INV#7017 MANUFACTURE STEEL THREADED PIECE	\$229.00
	PETERSON	41005	11/10/2020	SW240170040	REPAIRS	\$464.00
	PODLECH, MIKE	41008	11/10/2020	2218	Corralitos Sampling	\$1,000.00
	PRAXAIR DISTRIBUTION, INC	41010	11/10/2020	99742415	CYLINDER CHARGES	\$96.53

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	PSOMAS	41012	11/10/2020	167102	ON-CALL INSPECTION SERVICES	\$247.50
	RICOH USA, INC	40875	11/4/2020	5060677800	COPIER CHARGES	\$13.20
		40875	11/4/2020	5060677800	COPIER CHARGES	\$685.45
	RUBEN ESCOBAR	41019	11/10/2020	10/26/2020	SAFETY BOOTS	\$200.00
	SBS	41024	11/10/2020	0723302-IN	SACK MIX	\$159.14
	SERVICE PRINTERS	41027	11/10/2020	1793	ENVELOPES	\$1,317.61
	THATCHER COMPANY, INC.	41036	11/10/2020	279667	CHLORINE	\$2,614.48
		41036	11/10/2020	279668	CONTAINERS RETURNED	(\$900.00)
	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$342.09
		41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$76.02
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$288.00
		41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$188.85
Fund Total						\$242,109.12
0730	AT&T-CAL NET 2	40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$372.80
	BAYSIDE OIL II INC	40892	11/10/2020	39792	OIL	\$415.60
	BEST DOORS INC.	40895	11/10/2020	1142	SERVICE	\$290.00
	BRANDLEY, REINARD W.	40901	11/10/2020	10085	PAVEMENT MAINTENANCE MANAGEMEN	\$16,159.10
	CHARTER COMMUNICATIONS	40912	11/10/2020	0002463101520	SERVICE	\$173.40
	FASTENAL COMPANY	40941	11/10/2020	CAWAT110892	PARTS	\$2.93
	KIMLEY-HORN & ASSOCIATES, INC.	40963	11/10/2020	097007027-0920	AIRPORT MASTER PLAN UPDATE (AM	\$9,082.50
	MARITIME INFORMATION SYSTEMS, INC.	40973	11/10/2020	5898	SUBSCRIPTION	\$786.00
	MISSION LINEN SUPPLY	40975	11/10/2020	292110-11/02/2020	UNIFORM RENTAL AND LAUNDRY SER	\$455.80

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	MONUMENT LUMBER COMPANY	40979	11/10/2020	10/25/2020	SUPPLIES	\$21.58
	NAPA AUTO PARTS	40981	11/10/2020	123092	PARTS- HI PWR II IND V-BELT	\$16.38
		40981	11/10/2020	123105	PARTS-BATTERY	\$190.63
		40981	11/10/2020	123071	PARTS- HI PWR IND V-BELT	\$6.87
		40981	11/10/2020	122925	PARTS- HI PWR II IND V-BELT	\$24.34
		40981	11/10/2020	123022	PARTS-HI PWR II IND V-BELT	\$2.19
	PRAXAIR DISTRIBUTION, INC	41010	11/10/2020	99634952	CYLINDER RENT	\$47.31
	SAMER GIRGIS	40876	11/4/2020	#CW01	RESTROOM ADDITION	\$3,675.00
	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$150.95
	WORLD FUEL SERVICES	41052	11/10/2020	710613	PURCHASE OF AVIATION GRADE GAS	\$12,820.76
Fund Total						\$44,694.14
0740	AT&T	40862	11/4/2020	138890679-10/14/2020	SERVICE 10/15-11/14/2020	\$39.49
	ATLAS COPCO COMPRESSORS, LLC	40887	11/10/2020	1120103615	INV#1120103615 EQUIPMENT SERIAL #AII164317	\$685.00
	BEWLEY'S CLEANING, INC.	40896	11/10/2020	009499	JANITORIAL SERVICES	\$183.00
	CHEVROLET OF WATSONVILLE	40915	11/10/2020	238795	PARTS	\$36.39
		40915	11/10/2020	238688	PARTS	\$278.34
	COMMERCIAL TRUCK COMPANY	40919	11/10/2020	01P4822	PARTS-MOULDING WINDSHIELD	\$236.59
	D&G SANITATION	40928	11/10/2020	275576	SERVICE	\$191.10
	DIAMOND VIEW AUTO GLASS	40932	11/10/2020	INV-0712	VEHICLE SERVICE	\$150.00
	ENVIRO WORLD CORP.	40936	11/10/2020	ENVIN-1248-2020	COMPOST BINS	\$8,580.00
	EPROMOS PROMOTIONAL PRODUCTS INC.	41056	11/12/2020	64817600	MAGNETS FOR OUTREACH	\$629.15
	FASTENAL COMPANY	40941	11/10/2020	CAWAT110976	PARTS	\$60.59
		40941	11/10/2020	CAWAT110984	PARTS	\$24.90
		40941	11/10/2020	CAWAT110989	PARTS	\$42.20

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	FASTENAL COMPANY	40941	11/10/2020	CAWAT110971	PARTS	\$25.48
		40941	11/10/2020	CAWAT110933	PARTS	\$7.65
		40941	11/10/2020	CAWAT110923	PARTS	\$210.63
		40941	11/10/2020	CAWAT110924	PARTS	\$44.37
		40941	11/10/2020	CAWAT110958	PARTS	\$36.92
		40941	11/10/2020	CAWAT110957	PARTS	\$20.64
	GCS ENVIRONMENTAL EQUIPMENT SERVICES	40944	11/10/2020	22211	PARTS	\$198.94
		40944	11/10/2020	TRP440-CM TRP441	TYMCO MODEL 600 STREET SWEEPER	\$281,195.30
		40944	11/10/2020	22240	PARTS	\$207.80
		40944	11/10/2020	22234	PARTS	\$615.71
	INTERSTATE BATTERY CO	40955	11/10/2020	11/03/2020	BATTERIES	\$314.12
	KELLY-MOORE PAINT COMPANY, INC.	40960	11/10/2020	818-00000314638	PAINT	\$150.30
		40960	11/10/2020	818-00000314553	PAINT	\$31.34
	LOUI ELECTRONICS	40969	11/10/2020	36582	MONITOR AND CAMERA	\$260.00
	MCLAUGHLIN WASTE EQUIPMENT, INC.	40974	11/10/2020	8027	CONTAINERS	\$16,216.45
		40974	11/10/2020	8022	CONTAINERS	\$17,881.42
		40974	11/10/2020	8034	INV#8034 6"X2" RUBBER SWIVEL CASTER	\$2,218.44
	MISSION LINEN SUPPLY	40975	11/10/2020	292104-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$355.12
		40975	11/10/2020	292103-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$301.99
		40975	11/10/2020	292102-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$236.40
		40975	11/10/2020	292101-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$308.40
		40975	11/10/2020	292100-10/31/2020	UNIFORM RENTAL AND LAUNDRY SER	\$1,073.54
	MORENO, JR., GABRIEL	40980	11/10/2020	11/2/2020	PW-SAFETY BOOTS	\$191.14

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	40985	11/10/2020	40064	PARTS	\$120.66
		40985	11/10/2020	40141	INSTALLATION OF RADIO BASE CHARGER	\$100.00
	PACIFIC MATERIAL HANDLING SOLUTIONS, INC	41000	11/10/2020	861638	CLASS 3 PIN KIT	\$166.68
	PAJARO VALLEY FABRICATION INC.	41002	11/10/2020	28352	LABOR TO SHEAR MATERIAL	\$148.55
		41002	11/10/2020	28350	REPAIN CONT#40-14	\$440.00
		41002	11/10/2020	28310	CONTAINER REPAIRS	\$1,466.20
		41002	11/10/2020	28365	LABOR TO REPAIR ROLL OFF TRUCK	\$289.53
		41002	11/10/2020	28368	LABOR TO INSTALL CLEAR OUT	\$528.00
		41002	11/10/2020	28366	LABOR TO SHEAR MATERIAL	\$30.75
	PKT WELDING & FABRICATION	41007	11/10/2020	1725	INV#1725 PARTS MANUFACTURE	\$372.70
	PRAXAIR DISTRIBUTION, INC	41010	11/10/2020	99645250	CYLINDER RENT	\$91.44
	QUALITY WATER ENTERPRISES	41013	11/10/2020	1178614	INV#1178614 5 GAL BOTTLE WATER SERVICE FOR NOV 202	\$59.51
	SILKE COMMUNICATIONS	41028	11/10/2020	101635	INV#101635 THREE CHARGERS FOR HYT PD 7821 RADIOS-R	\$166.82
	SUNSYSTEM TECHNOLOGY	41033	11/10/2020	018262	CITYWIDE SOLAR MAINTENANCE CON	\$1,409.00
	TENNANT SALES AND SERVICE COMPANY	41034	11/10/2020	917388075	INV#917388075 HOPPER, DEBRIS, ARMKT FOR SCRUBBER M	\$127.39
	TERRA X PEST SERVICE, INC.	41035	11/10/2020	37498	INV#37498 PEST SERVICE FOR OCTOBER 2020	\$126.00
	TIREHUB, LLC	41037	11/10/2020	16685620	TIRES	\$276.85
		41037	11/10/2020	16856321	TIRES	\$571.97
		41037	11/10/2020	16805275	TIRES	\$383.79
		41037	11/10/2020	16805279	TIRES	\$1,279.73
	TORIUMI'S AUTO REPAIR	41039	11/10/2020	91592	60K SERVICE	\$733.98
	VERIZON WIRELESS	41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$151.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	VERIZON WIRELESS	41044	11/10/2020	9865485044	PW CELL & DATA CHARGES FR 09/23/20-10/22/20	\$8.09
	WATSONVILLE CHRYSLER DODGE JEEP RAM	41047	11/10/2020	202002	VEHICLE SERVICE	\$165.00
	WATSONVILLE UPHOLSTERY	41049	11/10/2020	002951	SEAT COVER	\$183.17
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	41051	11/10/2020	084P10677	PARTS	\$432.44
	ZEP VEHICLE CARE INC	41054	11/10/2020	9005545798	INV#9005545798 BCL HI PH 3692 55BGL & BCL LO PH 14	\$1,926.33
	Fund Total					\$344,994.93
0780	LWP CLAIMS SOLUTIONS INC	40970	11/10/2020	19063	CLAIMS ADMINISTRATION - NOVEMBER 2020	\$13,574.00
		40872	11/4/2020	11/2/2020	CENTER FOR NEURO SKILLS	\$67,650.00
		40872	11/4/2020	941-44140	REPLENISHMENT REQUEST 10/16-10/31/2020	\$44,042.15
	Fund Total					\$125,266.15
0787	MES VISION	40873	11/4/2020	10/31/2020-	GROUP 06395	\$1,376.46
	PREFERRED BENEFIT	40874	11/4/2020	EIA34957	CLAIMS W/E 10/31/2020	\$5,369.22
		41058	11/12/2020	EIA35127	EIA35127-CLAIMS WEEK ENDING 11/05/2020	\$4,415.03
	Fund Total					\$11,160.71
0789	PHASE 3 COMMUNICATIONS INC.	41006	11/10/2020	2502998	ON CALL FIBER OPTIC SERVICES FR 08/01/20-10/31/20	\$4,850.00
	Fund Total					\$4,850.00
0790	AT&T-CAL NET 2	40886	11/10/2020	000015507863	CALNET_PRIMARY ACCOUNT CHARGE FR 09/24/20-10/23/20	\$1,963.62
		40886	11/10/2020	000015507713	CALNET_C60 CHARGES FROM 09/24/2020-10/23/2020	\$723.16
	CRUZIO/THE INTERNET STORE INC.	40925	11/10/2020	N29135-120	PUBLIC WIRELESS AP FROM 12/01/2020-12/31/2020	\$150.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0790	VERIZON WIRELESS	41044	11/10/2020	9865478647	CITY CELL & DATA CHARGES FROM 09/23/20-10/22/2020	\$152.04
	Fund Total					\$2,988.82
Total	Total					\$1,965,445.09

CITY OF WATSONVILLE
 FINANCE DEPARTMENT
 SUMMARY OF DISBURSEMENTS
 WARRANT REGISTER DATED 11/18/2020 TO 12/1/2020

FUND NO.	FUND NAME	AMOUNT
120	BUSINESS LICENSE REFUND	275.00
130	EMPLOYEE CASH DEDUCTIONS FUND	648,274.26
150	GENERAL FUND	133,068.44
170	INVESTMENTS	821.60
202	REDEVELOPMENT OBLIG RETIREMENT	58.64
204	REDEVELOPMENT HOUSING FUND	3,975.02
205	COMMUNITY DEV BLOCK GRAANT	1,436.85
209	H.O.M.E. GRANTS	234,250.00
221	INCLUSIONARY HOUSING	3.75
246	CIVIC CENTER COMMON AREA	37,679.63
250	LIBRARY FUND	45,140.34
260	SPECIAL GRANTS	448,351.40
265	PEG-CABLE TV FUND	108.91
291	CANNABIS REVENUE FUND	245.81
305	GAS TAX	5,717.54
309	PARKING GARAGE FUND	7,417.50
310	SALES TAX MEASURE G	13,152.30
312	MEASURE D	149,512.10
340	CITY-WIDE TRAFFIC IMPACT	104,921.40
354	SPECIAL DISTRICT FUNDS	242.05
710	SEWER SERVICE FUND	460,649.41
720	WATER OPERATING FUND	593,995.58
730	AIRPORT ENTERPRISE FUND	45,624.50
740	WASTE DISPOSAL FUND	188,377.63
780	WORKER'S COMP/LIABILITY FUND	29,448.32
787	HEALTH INSURANCE FUND POOL	595,885.08
790	INFORMATION & TECHNOLOGY ISF	1,194.89
	TOTAL	3,749,827.95
TOTAL ACCOUNTS PAYABLE 11/18/2020 TO 12/1/2020		3,101,553.69
PAYROLL INVOICES		648,274.26
TOTAL OF ALL INVOICES		3,749,827.95

Check Register

For the Period 11/18/2020 through 12/1/2020

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0120	CALIFORNIA GIANT, INC.	41127	11/24/2020	11/17/2020	CIVIC CTR DEPOSIT RETURN	\$275.00
	Fund Total					\$275.00
0130	AFLAC	41073	11/20/2020	69803	Payroll Run 1 - Warrant 201120	\$9,497.94
	BENEFIT COORDINATORS CORPORATION	41074	11/20/2020	69791	Payroll Run 1 - Warrant 201120	\$955.47
	CA STATE DISBURSEMENT UNIT	654	11/19/2020	69805	Payroll Run 1 - Warrant 201120	\$3,862.80
	CINCINNATI LIFE INSURANCE CO	41075	11/20/2020	69802	Payroll Run 1 - Warrant 201120	\$45.13
	COLONIAL LIFE & ACCIDENT INS	41076	11/20/2020	69793	Payroll Run 1 - Warrant 201120	\$198.40
	COUNTY OF SANTA CRUZ-SHERIFF-CORONER	41077	11/20/2020	69794	Payroll Run 1 - Warrant 201120	\$604.60
	ICMA RETIREMENT TRUST 457	651	11/19/2020	69795	Payroll Run 1 - Warrant 201120	\$44,199.07
		650	11/19/2020	69806	Payroll Run 1 - Warrant 201120	\$2,847.58
	PROF FIRE FIGHTERS-WATSONVILLE	41078	11/20/2020	69796	Payroll Run 1 - Warrant 201120	\$2,465.00
	PUBLIC EMP RETIREMENT SYSTEM	655	11/19/2020	69797	Payroll Run 1 - Warrant 201120	\$259,458.38
	SALLY MCCOLLUM	41079	11/20/2020	69792	Payroll Run 1 - Warrant 201120	\$500.00
	SEIU LOCAL 521	41080	11/20/2020	69798	Payroll Run 1 - Warrant 201120	\$1,262.34
		41081	11/20/2020	69807	Payroll Run 1 - Warrant 201120	\$25.00
	STATE OF CALIFORNIA TAX BOARD	41082	11/20/2020	69800	Payroll Run 1 - Warrant 201120	\$365.00
	WAGEWORKS INC	41083	11/20/2020	69804	Payroll Run 1 - Warrant 201120	\$4,138.27
	WIRE TRANSFER-IRS	653	11/19/2020	69801	Payroll Run 1 - Warrant 201120	\$265,090.51
	WIRE TRANSFER-STATE OF CALIFORNIA	652	11/19/2020	69799	Payroll Run 1 - Warrant 201120	\$52,758.77
	Fund Total					\$648,274.26
0150	4LEAF INC.	41084	11/24/2020	J3584E	FIRE PLAN REVIEW/BLDG INSPECT/	\$857.94

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	A L LEASE COMPANY, INC	41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$65.08
	A TOOL SHED RENTALS, INC.	41086	11/24/2020	1458434-6	GAS GENERATOR RENTAL	\$77.00
	A-1 JANITORIAL SERVICE	41087	11/24/2020	7774	JANITORIAL SERVICE FOR LIBRARY	\$300.00
	ABBOTT'S PRO-POWER, LLC	41088	11/24/2020	146029	10/30/20, INV#146029 - EDGER REPAIRS PARTS FOR FRA	\$21.83
	AGILIS SYSTEMS, LLC	41090	11/24/2020	2686476	9/15/20- INV#2686476- LINXUP TRACKING SERVICE. SER	\$68.97
	AIR SYSTEMS	41091	11/24/2020	210012054	SERVICE CALL-TROUBLESHOOTING HIGH STATIC PRESSURE	\$1,060.00
	AIRTEC SERVICE, INC	41095	11/24/2020	15191	PREVENTATIVE MAINTENANCE	\$1,122.00
		41095	11/24/2020	15150	PREVENTATIVE MAINTENANCE	\$327.00
	ALBERTSONS/SAFEWAY	41096	11/24/2020	720337-103020-2840	HALLOWEEN TREATS	\$29.95
	ALEX MAGANA	41098	11/24/2020	TRVL ON 10/19/2020	WPD- SUPERVISORY COURSE PER DIEM	\$179.59
	ARRIAGA, JOHN	41060	11/18/2020	8263	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$528.56
		41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$198.21
		41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$2,246.38
		41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$528.57
	BAKER & TAYLOR BOOKS	41111	11/24/2020	LS20070159	LEASED BOOK PURCHASE	\$163.88
		41111	11/24/2020	L1073594-10/31/2020	BOOKS	\$1,107.43
		41111	11/24/2020	L4247564-10/31/2020	BOOKS	\$35.88
		41111	11/24/2020	C0116843-10/31/2020	BOOKS	\$285.50
	BARBA, FELIX H.	41112	11/24/2020	10/21/2020	FIRE- PPE TAGS REIMB	\$40.57
	BEST DOORS INC.	41118	11/24/2020	1143	St1 door #6 repairs and inspection	\$250.00
	BSN SPORTS INC	41121	11/24/2020	910296683	10/13/20 - INV#910296683, BASKET BALL NETS FOR PAR	\$146.62

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0150	BUD'S ELECTRIC SERVICE, INC	41123	11/24/2020	4879	REPAIRS	\$200.00
	C & N TRACTOR	41125	11/24/2020	10/29/2020	REPAIRS	\$118.40
		41125	11/24/2020	10/29/2020	REPAIRS	\$1,101.18
	CENTER POINT LARGE PRINT	41129	11/24/2020	1801503	BOOKS	\$142.92
	CENTRAL COAST LANDSCAPE & MAINTENANCE	41130	11/24/2020	21509	NOV 2020 MAINT	\$400.00
		41134	11/24/2020	0002463111520	SERVICE	\$159.93
	CHARTER COMMUNICATIONS	41134	11/24/2020	0002463111520	SERVICE	\$31.05
		41135	11/24/2020	72997	VEHICLE MAINTENANCE	\$54.00
	CHAZ TOWING	41135	11/24/2020	73024	TOW	\$130.00
		41135	11/24/2020	72876	TOW	\$285.00
		41135	11/24/2020	73020	TOW	\$202.50
		41135	11/24/2020	72798	TOW	\$140.00
		41135	11/24/2020	73019	TOW	\$202.50
		41137	11/24/2020	206272	ANNUAL FEE	\$752.46
	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$1,011.65
		41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$82.41
	COUNTY OF SANTA CRUZ COLLECTIONS	41351	11/25/2020	SEPT 2020	SEPTEMBER 2020 PARKING TICKET SURCHARGE	\$3,700.00
		41351	11/25/2020	SEPT 2020	SEPTEMBER 2020 PARKING TICKET SURCHARGE	\$945.00
		41351	11/25/2020	OCTOBER 2020	OCTOBER 2020 PARKING SURCHARGE	\$3,950.00
		41351	11/25/2020	OCTOBER 2020	OCTOBER 2020 PARKING SURCHARGE	\$1,465.00
	CREWSENSE, LLC	41147	11/24/2020	0018557	Quarterly Charges Nov. 5, 2020 - Feb. 4, 2021	\$355.47
	CRIME SCENE CLEANERS INC	41148	11/24/2020	79180	SERVICE	\$425.00

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0150	CRUZIO/THE INTERNET STORE INC.	41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$139.90
		41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$80.95
		41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$69.95
		41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$74.95
		41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$74.95
	CSG CONSULTANTS, INC	41150	11/24/2020	B201371	FIRE PLAN REVIEW/BLDG INSPECT/	\$5,802.73
	DAVIS AUTO PARTS	41154	11/24/2020	10/26/2020	PARTS	\$41.77
	DEPARTMENT OF INDUSTRIAL RELATIONS	41155	11/24/2020	S 1753360 SJ	CONVEYANCE AT 280 MAIN ST	\$675.00
	DEPARTMENT OF JUSTICE	41156	11/24/2020	478103	DOJ FINGERPRINTING	\$541.00
	DEPARTMENT OF MOTOR VEHICLES	41157	11/24/2020	VIN1H94R0919KT 616129	RENEWAL FEE-LICENSE SE669598,VIN 1H94R0919KT616129	\$27.00
	DIXON & SONS TIRES INC.	41061	11/18/2020	10/29/2020	TIRES AND REPAIRS	\$105.50
		41061	11/18/2020	10/29/2020	TIRES AND REPAIRS	\$273.24
	DONALD EDWARDS	41160	11/24/2020	REFUND	REFUND PINTO LAKE	\$235.00
	EBSCO INFORMATION SERVICES	41162	11/24/2020	2100743	SUBSCRIPTION RENEWAL	\$135.96
	EDUARDO VALADEZ	41163	11/24/2020	12	REPAIRS	\$158.40
		41163	11/24/2020	13	REPAIRS	\$565.89
		41163	11/24/2020	14	REPAIRS	\$677.35
	ELEVATOR SERVICE COMPANY, INC.	41166	11/24/2020	30207	ELEVATOR SERVICES	\$600.00
		41166	11/24/2020	30207	ELEVATOR SERVICES	\$330.00
		41166	11/24/2020	30207	ELEVATOR SERVICES	\$200.00
		41166	11/24/2020	30207	ELEVATOR SERVICES	\$200.00
	EMT CERTIFICATION FUND	41062	11/18/2020	2001	EMSA-E007909-OLDAKOWSKI	\$37.00

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0150	EMT CERTIFICATION FUND	41063	11/18/2020	2002-REISSUE	EMT RECERTIFICATION- E141423-JASON LARSON	\$37.00
	ERNESTO'S CLEANING SERVICES	41169	11/24/2020	1001	11/2/20, INV#1001 - CLEANING SERVICE FOR OCTOBER	\$1,400.00
		41169	11/24/2020	1002	Cleaning services for Ramsay Park facility	\$1,375.00
	EWING IRRIGATION PRODUCTS, INC.	41170	11/24/2020	13016958	PARTS	\$220.16
	FAMILY SERVICE AGENCY OF THE CENTRAL COAST	41171	11/24/2020	REFUND	LEASE-APR,MAY,JUNE & JULY	\$400.00
	FASTENAL COMPANY	41172	11/24/2020	XAWAT111184	SUPPLIES RETURNED	(\$115.61)
		41172	11/24/2020	CAWAT111184	SUPPLIES	\$115.61
		41172	11/24/2020	CAWAT111027	TAPE	\$48.03
		41172	11/24/2020	CAWAT111021	SUPPLIES	\$110.11
		41172	11/24/2020	CAWAT111106	SUPPLIES	\$41.52
		41172	11/24/2020	CAWAT111022	TRAY LINERS	\$22.29
		41172	11/24/2020	CAWAT111201	SUPPLIES	\$157.19
		41172	11/24/2020	CAWAT111238	CLEAR TAPE	\$113.27
		41173	11/24/2020	7-173-88603	FRT	\$18.93
		41173	11/24/2020	7-181-14189	FRT	\$16.65
	FINDAWAY WORLD LLC	41174	11/24/2020	331701	BOOKS	\$283.88
	FIRST ALARM, INC.	41175	11/24/2020	573504	ALARM SERVICE	\$225.09
		41175	11/24/2020	1126	ALARM SERVICE	\$30.00
	GALE CENGAGE LEARNING	41179	11/24/2020	72502251	BOOKS	\$82.73
		41179	11/24/2020	72421293	BOOKS	\$81.62
	HARBOR FREIGHT TOOLS	41187	11/24/2020	932027	SUPPLIES	\$49.15
	HARMONSON CONSTRUCTION, INC.	41352	11/25/2020	GT1010-COW	DEMO AND DISPOSAL OF EXCESS CONCRETE AT MUZZIO PAR	\$681.43
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$52.40

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$226.99
		41192	11/24/2020	11/13/2020	SUPPLIES	\$115.32
		41192	11/24/2020	11/13/2020	SUPPLIES	\$381.28
		41192	11/24/2020	11/13/2020	SUPPLIES	\$13.64
		41192	11/24/2020	11/13/2020	SUPPLIES	\$260.47
		41192	11/24/2020	11/13/2020	SUPPLIES	\$313.93
		41192	11/24/2020	11/13/2020	SUPPLIES	\$270.88
		41192	11/24/2020	11/13/2020	SUPPLIES	\$13.04
		41192	11/24/2020	11/13/2020	SUPPLIES	\$55.19
		41192	11/24/2020	11/13/2020	SUPPLIES	\$45.46
	INFOSEND, INC.	41195	11/24/2020	181550	181550 OUR TOWN INSERTION FEE	\$242.92
	INNOVATED CONTROL SYSTEMS, INC.	41196	11/24/2020	213385	11/6/20-INV213385 - PRESSURE REGULATION VALVE FOR	\$15.84
	JOHNSON & CODY ELECTRIC INC.	41200	11/24/2020	014221	Generator repairs at ST2	\$303.43
	K & D LANDSCAPING INC.	41202	11/24/2020	119438	MAINTENANCE	\$80.00
	KME FIRE APPARATUS	41206	11/24/2020	ca 554234	Replacement Tire pressure monitors for 4411	\$106.97
	LARGE'S METAL FABRICATION, INC	41208	11/24/2020	125749	Hose Roller mounts for 4436	\$336.32
	LAURA HEASLIP	41209	11/24/2020	11/23-11/27/2020	REFUND PINTO LAKE	\$180.00
	LEAHY, JORDAN	41211	11/24/2020	111520	111520 MEDITATION CLASS	\$75.00
	MARILYN DECHTER	41215	11/24/2020	REFUND-PINTO LAKE	12/23-12/27/2020	\$165.00
	MATT STODDARD	41216	11/24/2020	9/23/2020	FIRE- STRIKE TEAM XTB4233C	\$105.51
		41216	11/24/2020	9/23/2020	FIRE- STRIKE TEAM XTB4233C	\$96.07
		41216	11/24/2020	OES F-42 INCIDENT	FIRE- REQUEST #SQF01552 MEAL AND LODGING REIMB.	\$125.50
	MENDEZ, ALVARO	41219	11/24/2020	TRVL ON 10/08/2020	PW- REIMBURSEMENT FOR THERMO PLASTIC EQUIP. DEMO	\$41.36

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0150	MENDEZ, ALVARO	41219	11/24/2020	REISSUE CHECK #36846	PW- WORK ZONE SAFETY TECH. REIMB	\$40.48
	MID VALLEY SUPPLY	41222	11/24/2020	10/31/2020	SUPPLIES	\$880.96
		41222	11/24/2020	10/31/2020	SUPPLIES	\$601.28
		41222	11/24/2020	10/31/2020	SUPPLIES	\$23.99
		41222	11/24/2020	10/31/2020	SUPPLIES	\$4.56
		41222	11/24/2020	10/31/2020	SUPPLIES	\$608.40
		41222	11/24/2020	10/31/2020	SUPPLIES	\$297.73
		41222	11/24/2020	10/31/2020	SUPPLIES	\$419.85
		41222	11/24/2020	10/31/2020	SUPPLIES	\$35.62
		41222	11/24/2020	10/31/2020	SUPPLIES	\$678.15
	MIDWEST TAPE	41223	11/24/2020	99542283	BOOKS	\$16.91
		41223	11/24/2020	99570590	BOOKS	\$32.76
		41223	11/24/2020	99542282	BOOKS	\$37.62
		41223	11/24/2020	99500426	BOOKS	\$51.55
		41223	11/24/2020	99500427	BOOKS	\$18.55
		41223	11/24/2020	99500429	BOOKS	\$14.45
		41223	11/24/2020	99592570	BOOKS	\$72.59
		41223	11/24/2020	99542281	BOOKS	\$10.36
		41223	11/24/2020	99514143	BOOKS	\$122.34
		41223	11/24/2020	99500424	BOOKS	\$34.45
		41223	11/24/2020	99566443	BOOKS	\$10.36
		41223	11/24/2020	99566445	BOOKS	\$39.28
		41223	11/24/2020	99538906	BOOKS	\$27.85
		41223	11/24/2020	99538905	BOOKS	\$275.27
		41223	11/24/2020	99500428	BOOKS	\$25.11

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	NATIONAL TRUCK SALES & SERVICE	41226	11/24/2020	235773	Repairs to 4436	\$11,147.92
	OCLC, INC	41230	11/24/2020	1000042934	CATALOGING AND METADATA SUBSCRIPTION	\$566.96
		41230	11/24/2020	1000079431	CATALOGING AND METADATA SUBSCRIPTION	\$566.96
		41230	11/24/2020	1000003082-1	CATALOGING AND METADATA	\$10.00
	ONE TIME VENDOR	41233	11/24/2020	11-2020-018205	REFUND- AQUATICS CLASS AND GYMNASTICS CLASS	\$15.00
		41233	11/24/2020	11-2020-018205	REFUND- AQUATICS CLASS AND GYMNASTICS CLASS	\$14.00
		41234	11/24/2020	11-2020-018213	REFUND- FALL YOUTH SOCCER	\$15.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	41235	11/24/2020	39922	REPAIRS	\$45.82
		41235	11/24/2020	40261	RAKE	\$9.82
	OVERDRIVE	41237	11/24/2020	H-0068455	LIBRARY PARTICIPATION	\$4,500.00
	PACIFIC COAST FLAG	41240	11/24/2020	23778	FLAGS FOR STOCK	\$411.19
	PACIFIC GAS & ELECTRIC	41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$788.63
		41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$3,461.62
		41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$8,542.38
		41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$26.12
		41245	11/24/2020	9656517006-3-11/14-	ELEC	\$13.39
		41249	11/24/2020	0951393634-5-11/14-	ELEC	\$40.17
		41256	11/24/2020	0418334151-2-11/16-	ELEC	\$1,104.59
		41247	11/24/2020	4048670603-5-11/17-	ELEC	\$20.49
		41253	11/24/2020	9925942904-3-11/17-	ELEC	\$220.83

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	PACIFIC GAS & ELECTRIC	41248	11/24/2020	365334000-8-5-11/17	ELEC	\$24.44
		41259	11/24/2020	7523404092-11/13-	GAS & ELEC	\$3,727.13
		41242	11/24/2020	4287605895-1-11/18-	ELEC	\$10.47
	PAJARO VALLEY FABRICATION INC.	41266	11/24/2020	28264	LABOR TO CUT MATERIAL	\$805.83
		41266	11/24/2020	28251	LABOR TO CUT MATERIAL	\$330.15
	PAJARO VALLEY PRINTING	41268	11/24/2020	41271	BUS CARDS RUDY LOPEZ	\$81.94
		41268	11/24/2020	41241	DOWNTOWN SURVEY	\$282.96
		41268	11/24/2020	41328	BUS CARDS-AYALA & CASTILLO	\$284.05
	PAMELA CAMPBELL	41269	11/24/2020	REFUND	PINTO LAKE-11 /25-11/29/2020	\$135.00
	PAPA	41270	11/24/2020	1/1/21-12/31/21	RENEWAL	\$200.00
	PLOTTER PROS	41275	11/24/2020	55539	10/27/20 - INV#55539, PLOTTER PAPER FOR ADMIN OFFI	\$91.12
	PROQUEST LLC	41282	11/24/2020	70632966	RENEWAL FOR SYNDETIC	\$511.40
	QUENCH USA, INC.	41284	11/24/2020	INV02752920	WATER SERVICE	\$65.55
		41284	11/24/2020	INV02769261	WATER SERVICE	\$15.03
		41284	11/24/2020	INV02769261	WATER SERVICE	\$15.03
		41284	11/24/2020	INV02769261	WATER SERVICE	\$15.03
		41284	11/24/2020	INV02769261	WATER SERVICE	\$15.00
	REGISTER PAJARONIAN	41286	11/24/2020	19608	ORDER#19608- ORD AMENDING CH.14-40 ADU/JUNIOR ADU	\$186.12
		41286	11/24/2020	19611	ORDER #19611-ORD AMENDING CH.14-12 ADU/JUNIOR ADU	\$190.28
		41286	11/24/2020	19610	ORDER#19610-ORD AMENDING CH.14-18 ADU/JUNIOR ADU	\$197.64
		41286	11/24/2020	12061	ORDER#12061-PUBLIC HEARING 11/10/2020	\$199.12
		41286	11/24/2020	19607	ORDER#19607-ORD AMENDING CH.14-16 ADU/JUNIOR ADU	\$208.51

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	REGISTER PAJARONIAN	41286	11/24/2020	19609	ORDER#19609- ORD DESCENDING CH.14.23/ADDING NEW CH	\$230.90
		41286	11/24/2020	13760	AD	\$223.86
		41286	11/24/2020	13758-11/6	AD	\$231.32
	RICOH USA, INC	41289	11/24/2020	5060738533	MONTHLY MAINTEANANCE FOR NEW COPIERS	\$8.96
		41289	11/24/2020	5060738533	MONTHLY MAINTEANANCE FOR NEW COPIERS	\$8.96
		41289	11/24/2020	5060738533	MONTHLY MAINTEANANCE FOR NEW COPIERS	\$5.98
		41289	11/24/2020	5060738533	MONTHLY MAINTEANANCE FOR NEW COPIERS	\$5.98
		41289	11/24/2020	5060737985	MONTHLY MAINTENANCE FOR COPIERS	\$50.35
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$38.60
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$201.21
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$521.84
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$25.68
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$50.33
	RODRIGUEZ, VALENTIN	41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$50.33
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$33.55
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$33.55
	ROTARY CLUB OF WATSONVILLE	41291	11/24/2020	BOOT REIMB FY20/21	PARKS- BOOT REIMBURSEMENT	\$152.93
	RUBEN ZENDEJAS	41346	11/24/2020	1494	1494 QUARTERLY DUES	\$40.00
		41293	11/24/2020	TRVL ON 11/09/2020	WPD-ICI MAJOR DRUG INVESTIGATIONS PER DIEM	\$427.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	RUDY LOPEZ	41294	11/24/2020	TRVL ON 10/19/2020	WPD- SUPERVISORY COURSE LUNCH REIMB	\$162.61
	SALVADOR MENDOZA	41295	11/24/2020	TRVL ON 09/21/2020	WPD-ICI CORE TRAINING, MEAL REIMBURSEMENTS	\$89.08
	SANTA CRUZ COUNTY HEALTH SERVICE AGENCY	41068	11/18/2020	2001	EMT RECERTIFICATION-E007909-OLDAKOWSKI	\$100.00
	SANTA CRUZ COUNTY TAX COLLECTOR	41296	11/24/2020	1447439	PARCEL 01824135	\$132.58
		41296	11/24/2020	1496366	PARCEL 01824134	\$88.78
		41296	11/24/2020	1453970	PARCEL 04620127	\$751.94
		41296	11/24/2020	1452783	PARCEL 04929311	\$142.28
	SAVE MART SUPERMARKET	41298	11/24/2020	0920201028043732	HALLOWEEN TREATS	\$370.79
	SENIOR NETWORK SERVICES	41300	11/24/2020	REFUND	LEASE PMT-APRIL,MAY&JUNE	\$300.00
	SHANELLE PETERS	41301	11/24/2020	REFUND	SOCCER	\$130.00
	SLAVIC AMERICAN CULTURAL ORGANIZATION	41303	11/24/2020	12/12/2020 DINNER	CHRISTMAS DRIVE-THROUGH FOR 3-PARKER, HURST, HERN	\$25.00
		41303	11/24/2020	12/12/2020 DINNER	CHRISTMAS DRIVE-THROUGH FOR 3-PARKER, HURST, HERN	\$25.00
		41303	11/24/2020	12/12/2020 DINNER	CHRISTMAS DRIVE-THROUGH FOR 3-PARKER, HURST, HERN	\$25.00
	SLOAN SAKAI YEUNG & WONG LLP	41304	11/24/2020	44545	PROFESSIONAL SERVICES	\$15,679.50
	STAPLES BUSINESS CREDIT	41070	11/18/2020	1631468852	SUPPLIES	\$552.90
		41070	11/18/2020	1631468852	SUPPLIES	\$292.95
		41070	11/18/2020	1631468852	SUPPLIES	\$426.94
	STAPLES CREDIT PLAN	41306	11/24/2020	10/28/2020	OFFICE SUPPLIES	\$163.85
		41306	11/24/2020	10/28/2020	OFFICE SUPPLIES	\$23.86
		41306	11/24/2020	10/28/2020	OFFICE SUPPLIES	\$223.19
	TARGET	41309	11/24/2020	12/15/2020	SHOP WITH A COP	\$135.00
		41315	11/24/2020	DEC 15,2020	SHOP WITH A COP	\$225.00
		41308	11/24/2020	12/15TH/2020	SHOP WITH A COPY	\$135.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TARGET	41310	11/24/2020	DECEMBER 15,2020	SHOP WITH A COP	\$180.00
		41311	11/24/2020	2020-12/15	SHOP WITH A COP	\$180.00
		41313	11/24/2020	2020-DEC 15	SHOP WITH A COP	\$225.00
		41314	11/24/2020	15-DEC-2020	SHOP WITH A COP	\$225.00
		41312	11/24/2020	2020-15TH OF DEC	SHOP WITH A COP	\$180.00
		41316	11/24/2020	12-15-2020	SHOP WITH A COP	\$270.00
		41307	11/24/2020	2020-DECEMBER 15TH	SHOP WITH A COP	\$135.00
		41355	11/25/2020	12/15-2020	PAL SHOP WITH A COP 2020-R. RAUFMAN	\$225.00
	TARGET SOLUTIONS LEARNING LLC	41317	11/24/2020	INV16042	Premier Membership Platform, Learning Management P	\$3,120.00
	TARGET SPECIALTY PRODUCTS	41318	11/24/2020	INVP500303935	10/30/20 - INVP500303935 - SPECTICLE FLO(GAL).	\$1,690.10
0150	TAYLOR'S OFFICE CITY	41319	11/24/2020	10/30/2020	SUPPLIES	\$158.58
		41319	11/24/2020	10/30/2020	SUPPLIES	\$51.22
		41319	11/24/2020	10/30/2020	SUPPLIES	\$174.99
		41319	11/24/2020	10/30/2020	SUPPLIES	\$12.68
		41319	11/24/2020	10/30/2020	SUPPLIES	\$12.98
		41319	11/24/2020	10/30/2020	SUPPLIES	\$982.16
		41319	11/24/2020	10/30/2020	SUPPLIES	\$411.82
		41325	11/24/2020	TRVL ON 01/05/2021	WPD-SHERMAN BLOCK 8/8 PER DIEM	\$167.75
	THUL, DONALD	41326	11/24/2020	TRVL ON 12/01/2020	WPD-SHERMAN BLOCK 7/8 PER DIEM	\$167.75
0150	TINO'S PLUMBING INC	41327	11/24/2020	127790	REPAIR	\$140.00
	TOWNSEND AUTO PARTS	41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$189.64
		41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$21.50

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	TRI COUNTY LANDSCAPE SUPPLY	41332	11/24/2020	50467	SHREDDED REDWOOD	\$441.67
	TRI-COUNTY FIRE PROTECTION INC	41333	11/24/2020	53463	SERVICE	\$101.38
	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	9097-10/22/2020	PERSONNEL TRAINING	\$35.00
		41334	11/24/2020	9478-10/22/2020	RESPIRATOR TEST ADAPTER	\$51.69
		41334	11/24/2020	9478-10/22/2020	LEADERSHIP BOOKS	\$69.14
		41334	11/24/2020	5486-10/22/2020	LAMINATING FILM	\$101.95
		41334	11/24/2020	5486-10/22/2020	BUTTON MAKER	\$124.42
		41334	11/24/2020	5486-10/22/2020	BOOK	\$14.05
		41334	11/24/2020	5486-10/22/2020	CRAFT SUPPLIES	\$42.53
		41334	11/24/2020	5486-10/22/2020	CRAFT SUPPLIES	\$148.78
		41334	11/24/2020	5486-10/22/2020	ONLINE MONTHLY SERVICE	\$5.00
		41334	11/24/2020	9522-10/22/2020	WEBINAR- STAFF TRAINING	\$90.00
		41334	11/24/2020	9522-10/22/2020	VIRTUAL WORKSHOP- FOOD	\$89.58
		41334	11/24/2020	9522-10/22/2020	REFUND- STAFF TRAINING	(\$585.00)
		41334	11/24/2020	9097-09/22/2020	MISC. PURCHASES	\$280.00
		41334	11/24/2020	5607-10/22/2020	FLAG ROPE FOR RAMSAY PARK & MEMORIAL PARK	\$96.56
		41334	11/24/2020	5607-10/22/2020	EXCEL IN PLACE PROGRAMMING SUPPLIES	\$616.56
		41334	11/24/2020	5607-10/22/2020	NNO 2020 - YOUTH BIKE	\$98.31
		41334	11/24/2020	5607-10/22/2020	NNO 2020 - SUPPLIES	\$109.22
		41334	11/24/2020	5607-10/22/2020	32GB USB FLASH DRIVE	\$16.36
		41334	11/24/2020	5607-10/22/2020	CREDIT CARD TESTING ON NEW SOFTWARE	\$1.00
		41334	11/24/2020	5607-10/22/2020	SIGNS FOR JOINT USE SITES	\$407.70

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	5607-10/22/2020	BACKFLOW CAGES AT MISC SITES	\$936.01
		41334	11/24/2020	5607-10/22/2020	TWO (2) STANDING DESK CONVERTER	\$303.72
		41334	11/24/2020	5607-10/22/2020	EXCEL IN PLACE SUPPLIES	\$191.77
		41334	11/24/2020	5607-10/22/2020	MISC OFFICE SUPPLIES	\$84.54
		41334	11/24/2020	5607-10/22/2020	MISC OFFICE SUPPLIES	\$4.36
		41334	11/24/2020	5607-10/22/2020	REGISTRATION FOR VIRTUAL EXECUTIVE SUMMIT (N. CALU	\$30.00
		41334	11/24/2020	5607-10/22/2020	EXCEL IN PLACE FIRST AID SUPPLIES	\$71.66
		41334	11/24/2020	6703-10/22/2020	OFFICE SUPPLIES: HAND SANITIZER DISPENSERS	\$516.08
		41334	11/24/2020	6703-10/22/2020	COMPUTER SOFTWARE: ADOBE	\$599.88
		41334	11/24/2020	6703-10/22/2020	COMISSIONER'S GIFT	\$156.40
		41334	11/24/2020	6703-10/22/2020	COMISSIONER'S GIFT	\$78.20
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: WINE & ROSES: LOWELL HURST	\$200.00
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: WINE & ROSES: TRINA COFFMAN-GOMEZ	\$200.00
		41334	11/24/2020	8573-10/22/2020	OFFICE SUPPLIES: BROADCAST LIGHTING KIT: MATT HUFF	\$112.50
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: 24TH ANNUAL INNOVATIVE: TRINA COFFMA	\$160.76
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: WELL WEBINAR: AURELIO GONZALEZ	\$25.00
		41334	11/24/2020	8573-10/22/2020	OFFICE SUPPLIES: WIRELESS KEYBOARD: MATT HUFFAKER	\$59.75
		41334	11/24/2020	8573-10/22/2020	CITY COUNCIL: PHOTOGRAPHS	\$46.15

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	8573-10/22/2020	EVENT TICKET: LEAGUE OF CITIES-MATT HUFFAKER	\$50.00
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: LEAGUE OF CITIES-FELIPE HERNANDEZ	\$50.00
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: QYLA- REBECCA J. GARCIA	\$53.49
		41334	11/24/2020	8573-10/22/2020	ONLINE SUBSCRIPTION FEES: NY TIMES	\$4.00
		41334	11/24/2020	8573-10/22/2020	ROGUE: CITY GYM EQUIPMENT	\$533.62
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: 24TH ANNUAL INNOVATIVE: FELIPE HERNA	\$160.76
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: VISION ZERO CITIES 2020- FELIPE HERN	\$60.00
		41334	11/24/2020	8573-10/22/2020	EVENT TICKET: MBEP STATE OF REGION- REBECCA J. GAR	\$61.48
		41334	11/24/2020	8557-10/22/2020	CITY COUNCIL MTG PREP: STAFF LUNCH	\$57.69
		41334	11/24/2020	8557-10/22/2020	PERSONNEL TRAINING: ALEJANDRA PACHECO	\$200.00
		41334	11/24/2020	8557-10/22/2020	CITY CLERK: YEARLY SUBSCRIPTION	\$139.95
		41334	11/24/2020	8557-10/22/2020	CA ALL PURPOSE ACK KIT: IRWIN ORTIZ	\$22.48
		41334	11/24/2020	8557-10/22/2020	EVENT: LOC 2020 ANNUAL CONF: BEATRIZ F.	\$50.00
		41334	11/24/2020	8557-10/22/2020	EVENT: LOC 2020 ANNUAL CONF: NATHALIE M.	\$50.00
		41334	11/24/2020	8557-10/22/2020	EVENT: VIRTUAL ALD: BEATRIZ FLORES	\$60.00
		41334	11/24/2020	8557-10/22/2020	CITY CLERK: ANNUAL DUES FEES	\$110.00
		41334	11/24/2020	8557-10/22/2020	PERSONNEL TRAINING: ALEJANDRA PACHECO	\$225.00
		41334	11/24/2020	8557-10/22/2020	CITY ATTORNEYS VIRTUAL CONF: ALAN SMITH	\$250.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	8557-10/22/2020	OFFICE SUPPLIES: PENS	\$4.11
		41334	11/24/2020	8557-10/22/2020	OFFICE SUPPLIES: MARKERS	\$6.16
		41334	11/24/2020	8557-10/22/2020	PERSONNEL TRAINING: ARACELI PEREZ	\$49.00
		41334	11/24/2020	8557-10/22/2020	PERSONNEL TRAINING: MONICA FLOREZ	\$49.00
		41334	11/24/2020	5716-10/22/2020	TASER 7 HOLSTERS	\$360.19
		41334	11/24/2020	5716-10/22/2020	TRUNK OR TREAT EVENT	\$69.77
		41334	11/24/2020	5716-10/22/2020	SLI S6 - TRAVEL HOTEL	\$396.00
		41334	11/24/2020	5716-10/22/2020	SLI S6 - TRAVEL HOTEL	\$30.00
		41334	11/24/2020	5716-10/22/2020	OFFICE SUPPLIES	\$332.40
		41356	11/25/2020	2625-10/22/2020	HEADSET W/ MICROPHONE FOR CDD STAFF	\$98.29
		41356	11/25/2020	2625-10/22/2020	WEBCAMS FOR CDD/RHD STAFF	\$218.46
		41356	11/25/2020	2625-10/22/2020	WEBCAM FOR M.BERMUDEZ	\$49.15
		41356	11/25/2020	2625-10/22/2020	IPHONE CASE & SCREEN COVER FOR PD CHIEF	\$48.71
		41356	11/25/2020	2625-10/22/2020	PHONE HEADSET FOR P.RODRIGUEZ-FIN	\$202.10
		41356	11/25/2020	2625-10/22/2020	MAGENTA HIGHYIELD TONER FOR CDD PRINTER	\$391.12
		41356	11/25/2020	2625-10/22/2020	BLACK HIGHYIELD TONER FOR CDD PRINTER	\$132.66
		41356	11/25/2020	2625-10/22/2020	IPAD COVER FOR R.VALENCIA-PD STAFF	\$12.01
		41356	11/25/2020	2625-10/22/2020	REPLACEMENT UPS BATTERY FOR CDD	\$32.45

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0150	U S BANK CORPORATE PAYMENT SYSTEM	41356	11/25/2020	2625-10/22/2020	REPLACEMENT UPS BATTERY FOR PATRICIA-FIN	\$32.45
	UNIQUE MANAGEMENT SERVICES, INC.	41335	11/24/2020	597098	COLLECTION AGENCY	\$35.80
	V & V MANUFACTURING, INC.	41338	11/24/2020	51739	BADGES	\$169.10
	WATSONVILLE CHRYSLER DODGE JEEP RAM	41344	11/24/2020	201709	VEHICLE REPAIRS	\$80.89
	WATSONVILLE FORD	41345	11/24/2020	141765	VEHICLE REPAIRS	\$474.58
	WEX BANK	41071	11/18/2020	68456435	PD FUEL	\$346.07
	WT.COX INFORMATION SERVICES	41350	11/24/2020	3086574-1	SPANISH MAGAZINES	\$36.37
	Fund Total					\$133,068.44
0170	BRINKS INCORPORATED	41120	11/24/2020	3627742	TRANSPORTATION	\$15.55
		41120	11/24/2020	11334340	TRANSPORTATION	\$806.05
	Fund Total					\$821.60
0202	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$41.21
	RICOH USA, INC	41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$17.43
	Fund Total					\$58.64
0204	GRESHAM SAVAGE NOLAN & TILDEN APC	41184	11/24/2020	375845	LEGAL SERVICES RELATED TO HOUS	\$3,975.02
						\$3,975.02
0205	REGISTER PAJARONIAN	41286	11/24/2020	11650	AD	\$346.98
		41286	11/24/2020	12060	AD	\$363.29
		41286	11/24/2020	10789	AD	\$205.31
		41286	11/24/2020	2020-393454	AD	\$204.67
		41286	11/24/2020	2020-393453	AD	\$316.60
	Fund Total					\$1,436.85

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0209	FIRST AMERICAN TITLE COMPANY	41177	11/24/2020	4411-6301182	ESCROW #4411-6301182- 135 EL CAPITAN CT	\$108,000.00
		41176	11/24/2020	ESCROW#2714-6409396	FTHB LOAN FOR 485 BERMAN LN. WATSONVILLE	\$126,250.00
	Fund Total					\$234,250.00
0221	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	8573-10/22/2020	PUBLIC ANNOUNCEMENT: LIMITS OF EVICTIONS & TENANT	\$3.75
						\$3.75
0246	ALLIANT INSURANCE SERVICES, INC.	41059	11/18/2020	6610	LIABILITY INSURANCE	\$4,026.79
	CENTRAL COAST SYSTEMS	41131	11/24/2020	17643	FIRE ALARM SERVICE	\$2,612.50
	K & D LANDSCAPING INC.	41202	11/24/2020	119438	MAINTENANCE	\$681.00
	PACIFIC GAS & ELECTRIC	41264	11/24/2020	0498528361-5-11/10	ELEC	\$30,359.34
	Fund Total					\$37,679.63
0250	COUNTY OF SANTA CRUZ LIBRARY OF JOINT POWERS	41146	11/24/2020	12/2020-WATS	MAINTENANCE EFFORT CONTRIBUTION FY20/21	\$45,140.34
						\$45,140.34
0260	GRANITE ROCK COMPANY	41183	11/24/2020	993208	OHNONE PKWY TO SLOUGH TRAIL PR	\$419,565.60
	HARRIS & ASSOCIATES INC.	41189	11/24/2020	46264	DESIGN PROPOSAL FOR RAIL TRAIL	\$4,488.00
		41189	11/24/2020	46581	DESIGN PROPOSAL FOR RAIL TRAIL	\$10,175.00
	KIMLEY-HORN & ASSOCIATES, INC.	41205	11/24/2020	17338307	STAFF AUGMENTATION SERVICES	\$2,259.36
	LEXIS NEXIS RISK SOLUTIONS FL INC.	41213	11/24/2020	1382615-20201031	LAW ENFORCEMENT DATABASE	\$1,620.68
	RINCON CONSULTANTS, INC.	41290	11/24/2020	25445	PRECONSTRUCTION COMPLIANCE SER	\$1,633.75
	SHOPWITHSCRIPT	41069	11/18/2020	INVGCA-1228	GIFT CARDS FOR GRANT	\$4,814.50
	TAMARA VIDES	41354	11/25/2020	11/19/2020	REIMBURSEMENT- CAMPESINO CARAVAN	\$991.18

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0260	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$100.00
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$100.00
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$19.91
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$7.54
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$28.36
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$32.39
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$45.29
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$23.03
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$46.39
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$134.72
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$240.00
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$30.38
		41334	11/24/2020	6703-10/22/2020	CENSUS SUPPLIES	\$12.25
		41334	11/24/2020	8573-10/22/2020	CENSUS MATERIALS	\$45.75
		41334	11/24/2020	5716-10/22/2020	DUI CHECKPOINT SUPPLIES	\$1,937.32
Fund Total						\$448,351.40
0265	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	6703-10/22/2020	OFFICE SUPPLIES: WIRELESS MICROPHONE	\$108.91
						\$108.91
Fund Total						\$108.91

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0291	D&G SANITATION	41151	11/24/2020	274800	FENCING FOR MUZZIO PARK	\$245.81
	Fund Total					\$245.81
0305	AIR UNLIMITED	41092	11/24/2020	290284	INV#290284 PROPANE 15 GALLONS ON 11/17/2020	\$47.68
	FASTENAL COMPANY	41172	11/24/2020	CAWAT111371	SUPPLIES	\$52.52
		41172	11/24/2020	CAWAT111104	SUPPLIES	\$222.87
		41172	11/24/2020	CAWAT110994	SUPPLIES	\$145.36
		41172	11/24/2020	CAWAT110771	SUPPLIES	\$207.62
		41172	11/24/2020	CAWAT110771-	CREDIT- RETURNED SUPPLIES	(\$52.46)
		41172	11/24/2020	CAWAT110900	SUPPLIES	\$18.51
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$397.19
		41192	11/24/2020	11/13/2020	SUPPLIES	\$210.38
	KELLY-MOORE PAINT COMPANY, INC.	41204	11/24/2020	818-00000315398	PAINT	\$53.00
		41204	11/24/2020	818-00000315594	PAINT SUPPLIES	\$9.58
0309	PACIFIC GAS & ELECTRIC	41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$2,398.54
		41250	11/24/2020	1413903318-8-11/13-	ELEC	\$79.24
		41258	11/24/2020	1965495282-9-11/13-	ELEC	\$1,470.93
		41251	11/24/2020	1039376060-7-11/18-	ELEC	\$114.61
		41254	11/24/2020	7294900587-9-11/18-	ELEC	\$341.97
	Fund Total					\$5,717.54
	CRUZIO/THE INTERNET STORE INC.	41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$99.95
	ELEVATOR SERVICE COMPANY, INC.	41166	11/24/2020	30207	ELEVATOR SERVICES	\$200.00
		41166	11/24/2020	30207	ELEVATOR SERVICES	\$520.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0309	ERNESTO'S CLEANING SERVICES	41169	11/24/2020	1004	Beach St. Parking Garage-Clean	\$1,300.00
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$107.61
	K & D LANDSCAPING INC.	41202	11/24/2020	119438	MAINTENANCE	\$710.00
	PACIFIC GAS & ELECTRIC	41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$4,479.94
	Fund Total					\$7,417.50
0310	CHARTER COMMUNICATIONS	41134	11/24/2020	0002463111520	SERVICE	\$202.01
	CRUZIO/THE INTERNET STORE INC.	41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$499.00
	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	41186	11/24/2020	12991	GUARDIAN PLATFORM	\$140.00
	LENOVO INC.	41212	11/24/2020	6455744749	CELLEBRITE PC FOR PD CRIME ANALYST	\$2,032.05
	LEXIS NEXIS RISK SOLUTIONS FL INC.	41213	11/24/2020	805914-20201031	DORS	\$708.33
	PAJARO VALLEY PREVENTION & STUDENT ASSISTANCE INC	41267	11/24/2020	103120 MEASURE G	CASE MANAGEMENT, COUNSELING AN	\$5,185.05
	SOUTH BAY REGIONAL PUBLIC SAFETY	41305	11/24/2020	221205	PERSONNEL TRAINING	\$680.00
	TARGET	41309	11/24/2020	12/15/2020	SHOP WITH A COP	\$135.00
		41315	11/24/2020	DEC 15,2020	SHOP WITH A COP	\$225.00
		41308	11/24/2020	12/15TH/2020	SHOP WITH A COPY	\$135.00
		41310	11/24/2020	DECEMBER 15,2020	SHOP WITH A COP	\$180.00
		41311	11/24/2020	2020-12/15	SHOP WITH A COP	\$180.00
		41313	11/24/2020	2020-DEC 15	SHOP WITH A COP	\$225.00
		41314	11/24/2020	15-DEC-2020	SHOP WITH A COP	\$225.00
		41312	11/24/2020	2020-15TH OF DEC	SHOP WITH A COP	\$180.00
		41316	11/24/2020	12-15-2020	SHOP WITH A COP	\$270.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0310	TARGET	41307	11/24/2020	2020-DECEMBER 15TH	SHOP WITH A COP	\$135.00
		41355	11/25/2020	12/15-2020	PAL SHOP WITH A COP 2020-R. RAUFMAN	\$225.00
	THIRD DEGREE COMMUNICATIONS, INC.	41323	11/24/2020	8828	PERSONNEL TRAINING	\$1,050.00
	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	5716-10/22/2020	TESTING BOOK	\$245.76
		41334	11/24/2020	5716-10/22/2020	STUDY MATERIAL	\$85.10
		41334	11/24/2020	5716-10/22/2020	INTERVIEW SCHOOL REG	\$210.00
	Fund Total					\$13,152.30
0312	ALBION ENVIRONMENTAL, INC.- NATURAL AND	41097	11/24/2020	20200470101	PROFESSIONAL SERVICES	\$1,206.96
	AM DEVELOPMENT, INC.	41100	11/24/2020	1001	CULVERT LINING AT LOW STRUVE S	\$75,080.00
	CALIFORNIA DEPARTMENT OF FISH & WILDLIFE	41126	11/24/2020	PERMIT FEE	SECTION 1600 LSAA APPLICATION FEE, LEE ROAD RAIL T	\$5,430.50
	GEVEKO MARKINGS, INC	41180	11/24/2020	10305001334	SHARED BIKE LANE SYMBOLS/TURN	\$5,184.61
	HARRIS & ASSOCIATES INC.	41189	11/24/2020	46537	ENVIRONMENTAL CONSULT SERVICES	\$10,285.00
	MESITI-MILLER ENGINEERING, INC.	41221	11/24/2020	102020	LEE ROAD TRAIL 65% DESIGN	\$4,262.50
		41221	11/24/2020	102021	LEE ROAD TRAIL 65% DESIGN	\$3,902.25
	PACIFIC CREST ENGINEERING, INC.	41238	11/24/2020	8993	PROF SERVICES	\$12,576.25
	TRAFFIC LOGIX CORPORATION	41331	11/24/2020	SIN09321	SPEED CUSHIONS W/HARDWARE, ROTA	\$31,584.03
	Fund Total					\$149,512.10
0340	BEAR ELECTRICAL SOLUTIONS INC.	41114	11/24/2020	11558	TRAFFIC SIGNAL W.BEACH/OHLONE	\$103,062.65
	PACIFIC CREST ENGINEERING, INC.	41238	11/24/2020	8892	PROF FEES	\$156.25
		41238	11/24/2020	8980	PROF SERVICES	\$1,136.25

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0340	PACIFIC CREST ENGINEERING, INC.	41238	11/24/2020	8890	PROF SERVICES	\$566.25
	Fund Total					\$104,921.40
0354	FASTENAL COMPANY	41172	11/24/2020	CAWA111213	PTICH FORK	\$38.31
	PACIFIC GAS & ELECTRIC	41243	11/24/2020	6312050406-1-11/16-	ELEC	\$10.81
		41246	11/24/2020	0541697410-2-11/16-	ELEC	\$13.65
		41244	11/24/2020	0519864328-9-11/17-	ELEC	\$12.13
	TARGET SPECIALTY PRODUCTS	41318	11/24/2020	INVP500303935	10/30/20 - INVP500303935 - SPECTICLE FLO(GAL).	\$167.15
	Fund Total					\$242.05
0710	A L LEASE COMPANY, INC	41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$262.03
		41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$187.55
	ACCURATE AIR ENGINEERING, INC.	41089	11/24/2020	L-081285-B	VRU COMPRESSOR PACKAGE	\$118,111.21
	AIRGAS USA, LLC	41093	11/24/2020	9975169371	CYLINDER RENT	\$35.38
	ALS ENVIRONMENTAL	41099	11/24/2020	36-54-525460-0	SERVICE	\$495.00
		41099	11/24/2020	36-54-525843-0	TESTING	\$170.00
	AMERIGAS	41102	11/24/2020	3113460176	TANK RENT	\$102.70
	APPLIED INDUSTRIAL TECHNOLOGIES	41103	11/24/2020	7020130291	SUPPLIES	\$46.43
		41103	11/24/2020	7020130386	SUPPLIES	\$297.55
		41103	11/24/2020	7020130446	SUPPLIES	\$588.14
	ARRIAGA, JOHN	41060	11/18/2020	8263	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	41105	11/24/2020	AR024391	INVOICE #AR024391 LEVELIZED CHARGE FOR NATURAL	\$4,603.11
	ATLAS COPCO COMPRESSORS, LLC	41108	11/24/2020	L-077943	PARTS- GAS BOOSTER COMPRESSOR	\$75.06
	BUCKLES-SMITH ELECTRIC	41122	11/24/2020	3213775-00	VFD	\$5,680.43

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0710	CARMEL AREA WASTEWATER DISTRICT	41128	11/24/2020	889	PFAS BILLINGS	\$4,120.00
	CLIPPER CREEK, INC.	41140	11/24/2020	96520	INVOICE #96520 CHARGING // CONNECTOR // PEDES	\$3,473.62
	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$591.34
	DANIEL B. STEPHENS & ASSOCIATES, INC.	41153	11/24/2020	0245204	VAPOR INTRUSION SAMPLING	\$39,864.10
	DAVIS AUTO PARTS	41154	11/24/2020	10/26/2020	PARTS	\$256.44
		41154	11/24/2020	10/26/2020	PARTS	\$132.02
	DIRECT TV LLC	41158	11/24/2020	080885008X201104	INVOICE #080885008X201104 MONTHLY CHARGES FOR	\$136.24
	D'LA COLMENA	41152	11/24/2020	21759	INVOICE #21759 PUBLIC WORKS & UTILITIES UPDATES	\$324.70
	DLT SOLUTIONS, LLC	41159	11/24/2020	SI485451	AUTOCAD RENEWALS FOR PUBLIC WORKS	\$7,895.15
	ENVIRONMENTAL INNOVATIONS, INC.	41167	11/24/2020	1262	Coordination of City's Green B	\$1,170.00
	FASTENAL COMPANY	41172	11/24/2020	CAWAT111224	HAZARDOUS STORAGE CONTAINERS	\$1,800.00
		41172	11/24/2020	CAWAT111023	SUPPLIES	\$164.89
		41172	11/24/2020	CAWAT111322	CABINET	\$881.19
		41172	11/24/2020	CAWAT111381	GLOVES	\$370.60
		41172	11/24/2020	CAWAT111380	GLOVES	\$290.40
		41172	11/24/2020	CAWAT111372	GLOVES	\$175.84
	FEDEX	41173	11/24/2020	7-166-31270	FRT	\$39.97
		41173	11/24/2020	7-173-56754	FRT	\$39.02
		41173	11/24/2020	7-181-45862	FRT	\$25.73
	FISHER SCIENTIFIC	41178	11/24/2020	1342439	SUPPLIES	\$88.49
		41178	11/24/2020	2148560	SUPPLIES	\$87.67
	GONZALO SANCHEZ	41181	11/24/2020	10132020	INVOICE #10132020 BURRITO BAR FOR TEAM BUILDING A	\$611.80

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0710	GRAINGER	41182	11/24/2020	9708214029	PARTS-PLEATED AIR FILTERS	\$69.56
		41182	11/24/2020	9708437638	PARTS-PLEATED AIR FILTERS	\$534.52
		41182	11/24/2020	9707058237	PARTS	\$659.92
		41182	11/24/2020	9715453859	LASER METER	\$64.65
		41182	11/24/2020	9715039955	GLOVES	\$18.37
	GRANITE ROCK COMPANY	41183	11/24/2020	1268134	MURATIC ACID	\$255.65
	GROCERY OUTLET	41185	11/24/2020	90046322242231	SUPPLIES	\$34.02
		41185	11/24/2020	10/15/2020	EXCEL IN PLACE- 300 4012 252 2272	\$35.86
		41185	11/24/2020	11/19/2020	EXCEL IN PLACE- 300 5462 271 2255	\$32.98
	HARRIS & ASSOCIATES INC.	41189	11/24/2020	46316	ENG SERVICES FOR PREP LOCAL HA	\$1,760.00
	HARRIS COMPUTER SYSTEMS	41188	11/24/2020	MN00133935	ICIS IMPRESSA ANNUAL SUPORT FROM 01/01/21-12/31/21	\$8,348.79
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$146.81
		41192	11/24/2020	11/13/2020	SUPPLIES	\$286.98
	HYDROSCIENCE ENGINEERS, INC.	41193	11/24/2020	454004004	FREEDOM BLVD WATER/SEWER IMPRO	\$5,316.87
		41193	11/24/2020	454001016	SUB BASIN 7 SANITARY SEWER ASS	\$4,020.00
	IDEXX LABORATORIES INC.	41194	11/24/2020	3072931418	SUPPLIES	\$1,196.12
	JERRY ALLISON LANDSCAPING INC.	41198	11/24/2020	102620-19	INV#102620-19 HOLM RD, HARVEST DR, CLIFFORD/MONTEB	\$97.00
		41198	11/24/2020	102620-27	INVOICE #102620-27 MONTHLY MAINTENANCE SERVICE A	\$200.00
	JO-ANN STORES, LLC	41199	11/24/2020	DMARVA21-769	INVOICE #DMARVA21-769 GLUE GUNS FOR EXTENDED LE	\$5,623.83
	LDA PARTNERS, INC.	41064	11/18/2020	#10/731-01-18	ARCHITECTURAL SERVICES	\$1,950.00
		41210	11/24/2020	#9/731-01-18	ARCHITECTURAL SERVICES	\$800.00
		41210	11/24/2020	#5-731-01-18	ARCHITECTURAL SERVICES	\$4,000.00
		41210	11/24/2020	#8/731-01-18	ARCHITECTURAL SERVICES	\$750.00
		41210	11/24/2020	#7/731-01-18	ARCHITECTURAL SERVICES	\$160.28

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0710	MCCAMPBELL ANALYTICAL, INC.	41217	11/24/2020	2010F87	TESTING	\$616.00
	MERCURY METALS INC	41220	11/24/2020	13486	FABRICATION OF SS CLAMP WITH STUB	\$1,332.50
	MESITI-MILLER ENGINEERING, INC.	41221	11/24/2020	102023	SYDNEY AVE STORM DRAIN IMPROVE	\$1,617.00
	MID VALLEY SUPPLY	41222	11/24/2020	10/31/2020	SUPPLIES	\$232.35
	MONTEREY BAY ANALYTICAL SERVICES, INC.	41224	11/24/2020	2010WAT	SAMPLE ANALY	\$117.00
		41224	11/24/2020	2010WAT	SAMPLE ANALY	\$607.50
		41224	11/24/2020	2010WAT	SAMPLE ANALY	\$27.00
		41224	11/24/2020	2010WAT	SAMPLE ANALY	\$252.00
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	41235	11/24/2020	40115	CHAINSAW ECHO 16"	\$218.49
	PACIFIC 4	41239	11/24/2020	00164859	GLOVES	\$874.43
	PACIFIC ECORISK, INC	41241	11/24/2020	16927	SAMPLES TESTING	\$5,505.00
		41241	11/24/2020	16928	SAMPLES TESTING	\$3,705.86
	PACIFIC GAS & ELECTRIC	41260	11/24/2020	5314251010-5-11/18-	ELEC	\$4,439.56
		41265	11/24/2020	1283243089-1-11/18-	ELEC	\$32,073.40
	PAJARO VALLEY PRINTING	41268	11/24/2020	41337	OUTREACH MATERIALS	\$207.58
		41268	11/24/2020	41338	OUTREACH SUPPLIES	\$491.63
	POLYDyne INC.	41276	11/24/2020	1496450	CHEMICALS FOR WASTEWATER AND R	\$5,409.45
		41276	11/24/2020	1496698	CHEMICALS FOR WASTEWATER AND R	\$7,234.52
	PRECIADO, JAIME	41281	11/24/2020	11/05/2020	PW- DISTRIBUTION RENEWAL REIMB.	\$130.00
	RICOH USA, INC	41289	11/24/2020	5060738109	MONTHLY MAINTENANCE FOR COPIERS	\$41.59
		41289	11/24/2020	5060737995	MONTHLY MAINTENANCE FOR COPIERS	\$2.98

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0710	RICOH USA, INC	41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$192.52
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$8.25
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$47.38
	SANTA CRUZ SENTINEL	41297	11/24/2020	0006519519	AD	\$753.60
	SILVA, GEORGE	41302	11/24/2020	APN:01915630	1 QUALIFYING SEWER LATERAL REBATE @ 165 LOGAN ST-	\$250.00
	TAYLOR'S OFFICE CITY	41319	11/24/2020	10/30/2020	SUPPLIES	\$499.65
	TEG OCEANOGRAPHIC SERVICES	41320	11/24/2020	102820-13	TWO YEAR OFFSHORE OUTFALL INSP	\$30,550.00
	THATCHER COMPANY, INC.	41322	11/24/2020	280012	CHEMICALS FOR RECYCLE WATER	\$4,220.70
	THOMAS & ASSOCIATES	41324	11/24/2020	31787	SUPPLIES	\$65.16
	TOWNSEND AUTO PARTS	41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$72.51
	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	4782-10/22/2020	OFFICE SUPPLIES	\$108.16
		41334	11/24/2020	4782-10/22/2020	ONLINE SUBSCRIPTION FOR STAFF	\$0.99
		41334	11/24/2020	4782-10/22/2020	SUPPLIES FOR SCIENCE WORKSHOP	\$1,556.37
		41334	11/24/2020	4782-10/22/2020	ONLINE TRAINING FOR STAFF	\$60.00
		41334	11/24/2020	4782-10/22/2020	ONLINE TRAINING FOR STAFF	\$60.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISEMENT: UTILITY WORKER I	\$300.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISEMENT: UTILITY WORKER I	\$75.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISEMENT: CONSTRUCTION INSP	\$200.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISEMENT POST	\$325.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISEMENT: PRINCIPAL SR ENGR	\$325.00
		41334	11/24/2020	8557-10/22/2020	JOB ADVERTISING: PRINCIPAL SR ENGR	\$200.00

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0710	U S BANK CORPORATE PAYMENT SYSTEM	41356	11/25/2020	2625-10/22/2020	REPLACEMENT CHARGER FOR SCIENCEWOKSHOP PHONE	\$8.25
		41356	11/25/2020	2625-10/22/2020	WEBCAM FOR R.SMITH-WRC	\$49.15
		41356	11/25/2020	2625-10/22/2020	WEBCAM FOR T.STOLZENTHALER	\$49.15
		41356	11/25/2020	2625-10/22/2020	INTERNET CHARGE FOR NATURE CENTER	\$169.97
		41356	11/25/2020	2625-10/22/2020	4 UPS BACKUP BATTERIES FOR WRC STAFF	\$195.68
		41356	11/25/2020	2625-10/22/2020	EXTERNAL 4TB DRIVE FOR TAMI S.-WRC	\$98.31
	USA BLUEBOOK	41337	11/24/2020	409746	VALVES	\$767.16
		41337	11/24/2020	417245	SUPPLIES	\$175.84
	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	41339	11/24/2020	V001709-US	ODOR CONTROL UNIT FOR WRC	\$121,813.75
	VWR INTERNATIONAL IN	41342	11/24/2020	8802628108	SUPPLIES	\$130.00
		41342	11/24/2020	8802638837	SUPPLIES	\$273.71
		41342	11/24/2020	8802638836	SUPPLIES	\$221.09
		41342	11/24/2020	8802638835	SUPPLIES	\$890.39
		41342	11/24/2020	8802628469	GLOVES	\$124.82
	WIN-911 SOFTWARE	41348	11/24/2020	202XT231-2021115	ANNUAL MAINTENANCE	\$495.00
	Fund Total					\$460,649.41
0720	A L LEASE COMPANY, INC	41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$395.90
		41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$203.45
	A TOOL SHED RENTALS, INC.	41086	11/24/2020	1451129-6	EQUIPMENT RENTAL	\$247.50
	A-1 JANITORIAL SERVICE	41087	11/24/2020	7775	JANITORIAL SERVICES	\$3,715.00
	AMANDO MONTES TRUST	41101	11/24/2020	09269	09269 -UTILITY ACCT CLOSED	\$127.17
	ARRIAGA, JOHN	41060	11/18/2020	8263	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$2,907.08

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0720	BAVCO	41113	11/24/2020	976793	INV#976793 LEAD FREE 1/4X1/4" TEST COCK	\$35.03
		41113	11/24/2020	977254	INV#977254 TEST COCK 1/8 X 1/4 "	\$35.03
	BEAR ELECTRICAL SOLUTIONS INC.	41115	11/24/2020	41572	41572 -UTILITY ACCT CLOSED	\$231.52
	BEJAR, MARIO	41116	11/24/2020	BOOT REIMB FY20/21	PW- BOOT REIMBURSEMENT	\$152.59
	CENTRAL COAST LANDSCAPE & MAINTENANCE	41130	11/24/2020	21508	LANDSCAPE MAINTENANCE	\$627.00
	CENTRAL ELECTRIC	41132	11/24/2020	A52448	ELEC SUPPLIES	\$15.40
	CHARTER COMMUNICATIONS	41134	11/24/2020	0002463111520	SERVICE	\$139.94
		41134	11/24/2020	0002463111520	SERVICE	\$31.05
		41134	11/24/2020	0002463111520	SERVICE	\$31.05
		41134	11/24/2020	0002463111520	SERVICE	\$31.05
		41134	11/24/2020	0002463111520	SERVICE	\$98.01
	CLAIRE LAUGHLIN CONSULTING	41138	11/24/2020	2020-0905	INVOICE #2020-0905 Building a High Trust Workpla	\$249.00
	COMMERCIAL PUMP & MECHANICAL, INC.	41143	11/24/2020	20045-2	EMERGENCY PUMP REPAIRS FOR WELL #2	\$35,585.22
	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$714.96
	CONVEYOR APPLICATION SYSTEMS LLC	41145	11/24/2020	TP581	2020 CAS SLINGER TRUCK FOR WAT	\$171,250.00
	CRUZIO/THE INTERNET STORE INC.	41149	11/24/2020	B24704-360	DSL VARIOUS SITES FROM 12/01/20-12/31/2020	\$99.95
	DAVIS AUTO PARTS	41154	11/24/2020	10/26/2020	PARTS	\$18.97
	DURDEN CONSTRUCTION, INC	41161	11/24/2020	36521-11/12/20	36521- UTILITY ACCT CLOSED	\$140.69
	ELECTROSTEEL USA	41165	11/24/2020	7027	SPECIALIZED PIPES FOR WATER SE	\$24,078.60
	EPICO SYSTEMS INC.	41168	11/24/2020	2020-75	LABOR & CABLING INSTALL FOR UTILITY BILLING DEPT	\$3,310.00
	FASTENAL COMPANY	41172	11/24/2020	CAWAT111053	SUPPLIES	\$399.00

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0720	GRAINGER	41182	11/24/2020	9707324571	SUPPLIES	\$92.33
	GRANITE ROCK COMPANY	41183	11/24/2020	1269974	INV#1269974 LANDSCAPE RAKE FPR GRIZZLY FLATS	\$146.37
		41183	11/24/2020	993208	OHNONE PKWY TO SLOUGH TRAIL PR	\$114,128.25
	HARRIS & ASSOCIATES INC.	41189	11/24/2020	46518	DEVELOPMENT OF THE 2030 CLIMAT	\$5,756.75
		41189	11/24/2020	46318-REISSUE	RISK & RESILIENCE ASSESSMENT &	\$1,555.75
	HARRIS COMPUTER SYSTEMS	41188	11/24/2020	MN00133935	ICIS IMPRESSA ANNUAL SUPORT FROM 01/01/21-12/31/21	\$8,348.79
	HERC RENTALS INC.	41191	11/24/2020	31785602-001	INV#31785602-001 ROLLER RIDE-ON & TRAILER TILT	\$924.59
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$331.50
		41192	11/24/2020	11/13/2020	SUPPLIES	\$868.30
		41192	11/24/2020	11/13/2020	SUPPLIES	\$589.14
	HYDROSCIENCE ENGINEERS, INC.	41193	11/24/2020	454004004	FREEDOM BLVD WATER/SEWER IMPRO	\$5,316.88
	JENNIFER SALINAS	41197	11/24/2020	20049	20049 - UTILITY ACCT CLOSED	\$153.25
	JERRY ALLISON LANDSCAPING INC.	41198	11/24/2020	102620-19	INV#102620-19 HOLM RD, HARVEST DR, CLIFFORD/MONTEB	\$97.00
		41198	11/24/2020	102620-19	INV#102620-19 HOLM RD, HARVEST DR, CLIFFORD/MONTEB	\$581.00
	KATHERINE/FERNA GALLEGOS	41203	11/24/2020	13567	13567- UTILITY ACCT CLOSED	\$294.81
	LA SELVA	41207	11/24/2020	5812	TREE REMOVAL	\$750.00
	M&M BACKFLOW & METER MAINTENANCE	41214	11/24/2020	INV-001005	INV-0011005 4" EVO Q4 METER WITH 4"X6" SPOOL W/2"	\$3,312.64
	MID VALLEY SUPPLY	41222	11/24/2020	10/31/2020	SUPPLIES	\$372.42
		41222	11/24/2020	10/31/2020	SUPPLIES	\$232.35
	NORA HO	41228	11/24/2020	05104	1 QUALIFYING LANDSCAPE REBATE @ 729 MARTINELLI ST	\$500.00
	OLIVIA WINTER	41231	11/24/2020	35764	1 QUALIFYING CLOTHES WASHER REBATE @ 108 CUTTER DR	\$100.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	41235	11/24/2020	40174	PARTS	\$43.69
	PACIFIC CREST ENGINEERING, INC.	41238	11/24/2020	8990	PROF SERVICES	\$652.50
	PACIFIC GAS & ELECTRIC	41257	11/24/2020	4850440932-6-11/4	ELEC	\$1,381.28
		41263	11/24/2020	1553836670-7-11/4	GAS & ELEC	\$27.87
		41262	11/24/2020	8257828808-4-11/14-	ELEC	\$10,829.37
	PAPE KENWORTH	41271	11/24/2020	44356	2021 KENWORTH T880S	\$164,905.43
	PORTOLA PROPERTY MANAGEMENT	41277	11/24/2020	39759	39759- UTILITY ACCT CLOSED	\$113.99
	POSTMASTER	41278	11/24/2020	11/20/2020	PERMIT#128-EXP 1/19/2021	\$240.00
	POWER ENGINEERS, INC.	41279	11/24/2020	381044	CONSULTANT SERVICES FOR CITYWO	\$1,817.50
	PRAXAIR DISTRIBUTION, INC	41280	11/24/2020	99644214	CYLINDER RENT	\$36.87
	QUILL CORPORATION	41285	11/24/2020	12190714	INV # 12190714 OFFICE SUPPLIES	\$351.21
	RICHARD ALFARO	41288	11/24/2020	41547	41547 -UTILITY ACCT CLOSED	\$470.14
	RICOH USA, INC	41289	11/24/2020	5060737995	MONTHLY MAINTENANCE FOR COPIERS	\$2.99
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$192.52
		41289	11/24/2020	5060738568	MONTHLY MAINTENANCE FOR COPIERS	\$22.93
	ROSIE ANGULO	41292	11/24/2020	36295	36295- UTILITY ACCT CLOSED	\$170.00
	SANTA CRUZ COUNTY TAX COLLECTOR	41296	11/24/2020	1451215	PARCEL 05030314	\$128.66
		41296	11/24/2020	1453253	PARCEL 05129201	\$180.20
		41296	11/24/2020	1450453	PARCEL 05216111	\$211.94
		41296	11/24/2020	1455762	PARCEL 10611101	\$511.98
		41296	11/24/2020	1455913	PARCEL 10611102	\$1,252.98

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	SANTA CRUZ COUNTY TAX COLLECTOR	41296	11/24/2020	1451101	PARCEL 10712120	\$280.08
		41296	11/24/2020	1454700	PARCEL 10729106	\$293.82
		41296	11/24/2020	1452148	PARCEL 10746102	\$330.40
		41296	11/24/2020	1451443	PARCEL 10826103	\$210.38
		41296	11/24/2020	1451848	PARCEL 10826106	\$233.32
		41296	11/24/2020	1451600	PARCEL 10837116	\$330.38
		41296	11/24/2020	1455619	PARCEL 99999903	\$1,286.08
		41296	11/24/2020	1455946	PARCEL 99999909	\$484.50
		41296	11/24/2020	1451787	PARCEL 99999910	\$1,939.18
		41296	11/24/2020	1451863	PARCEL 99999914	\$196.62
		41296	11/24/2020	1455478	PARCEL 99999915	\$81.74
		41296	11/24/2020	1454563	PARCEL 99999918	\$134.32
		41296	11/24/2020	1455796	PARCEL 99999919	\$8,372.50
		41296	11/24/2020	2020-2021-052-531-02	PARCEL 052-531-02	\$287.52
SBS		41299	11/24/2020	0723564-IN	SLURRY	\$326.68
		41299	11/24/2020	0723583-IN	SLURRY	\$327.33
		41299	11/24/2020	0723805-IN	SAND SLURRY	\$326.68
TAYLOR'S OFFICE CITY		41319	11/24/2020	10/30/2020	SUPPLIES	\$499.24
		41319	11/24/2020	10/30/2020	SUPPLIES	\$46.53
		41319	11/24/2020	10/30/2020	SUPPLIES	\$117.94
THATCHER COMPANY, INC.		41322	11/24/2020	280142	CONTAINER RETURN CREDIT	(\$900.00)
		41322	11/24/2020	280141	CHLORINE	\$2,520.73
TOWNSEND AUTO PARTS		41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$34.39
		41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$25.60
U S BANK CORPORATE PAYMENT SYSTEM		41334	11/24/2020	4782-10/22/2020	ONLINE TRAINING FOR STAFF	\$80.00

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0720	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	9464-10/22/2020	WATER SERVICES HYDRANT PROGRAM EQUIPMENT	\$502.52
		41334	11/24/2020	9464-10/22/2020	CUSTOMER SERVICE READING SUPPLIES	\$128.78
		41334	11/24/2020	9464-10/22/2020	CUSTOMER SERVICE GATE ACCESS EQUIPMENT AND SUPPLIES	\$254.94
		41334	11/24/2020	9464-10/22/2020	CUSTOMER SERVICE TRAINING & EDUCATIONAL MATERIALS	\$445.60
		41334	11/24/2020	9464-10/22/2020	CUSTOMER SERVICE TRAINING & EDUCATION	\$80.00
		41334	11/24/2020	9464-10/22/2020	REPLACEMENT OF HEADSET & LIFTER FOR UB STAFF	\$320.83
		41334	11/24/2020	9464-10/22/2020	CUSTOMER SERVICE READING SUPPLIES	\$68.16
		41334	11/24/2020	9464-10/22/2020	WATER HYDRANT PROGRAM EQUIPMENT	\$458.82
		41334	11/24/2020	9464-10/22/2020	REPLACEMENT OF PHONE HEADSET FOR UB STAFF	\$295.31
		41356	11/25/2020	2625-10/22/2020	REPLACEMENT HEADSET BATTERY FOR Y.HERRRA	\$10.91
	UPS STORE	41336	11/24/2020	00000015984	FRT	\$45.46
		41336	11/24/2020	00000016068	FRT	\$26.96
	Fund Total					\$593,995.58
0730	A L LEASE COMPANY, INC	41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$20.81
	AIRNAV.LLC	41094	11/24/2020	2002835	RENEWAL	\$972.00
	AIRTEC SERVICE, INC	41095	11/24/2020	15152	MAINTENANCE	\$656.00
		41095	11/24/2020	15173	SERVICE	\$355.46
	AT&T	41106	11/24/2020	831-724-4877-11/7	SERVICE	\$199.61
	BENNETT AVIATION CONSULTING, INC.	41117	11/24/2020	20-128	UNITED FLIGHT SERVICES LITIGATION - OCTOBER 2020	\$3,262.50
	C & N TRACTOR	41125	11/24/2020	10/29/2020	REPAIRS	\$521.01
	CHARTER COMMUNICATIONS	41133	11/24/2020	0275481111120	SERVICE	\$159.33

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	CHARTER COMMUNICATIONS	41134	11/24/2020	0002463111520	SERVICE	\$173.40
	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$41.21
	ELEVATOR SERVICE COMPANY, INC.	41166	11/24/2020	30207	ELEVATOR SERVICES	\$200.00
	FASTENAL COMPANY	41172	11/24/2020	CAWAT111382	PARTS	\$75.93
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$312.33
		41192	11/24/2020	11/13/2020	SUPPLIES	\$334.56
		41192	11/24/2020	11/13/2020	SUPPLIES	\$227.74
		41192	11/24/2020	11/13/2020	SUPPLIES	\$175.03
	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	41201	11/24/2020	35087447	QTR BILLING	\$1,057.92
	MID VALLEY SUPPLY	41222	11/24/2020	10/31/2020	SUPPLIES	\$785.84
		41222	11/24/2020	10/31/2020	SUPPLIES	\$117.99
	NAPA AUTO PARTS	41225	11/24/2020	125019	SUPPLIES	\$16.68
	NPM, INC.	41229	11/24/2020	182259	SERVICE	\$80.00
	PACIFIC GAS & ELECTRIC	41255	11/24/2020	6558284005-7-11/12	ELEC	\$550.31
		41252	11/24/2020	1506815321-0-11/10	ELEC	\$120.05
		41261	11/24/2020	2209323609-3-11/13-	GAS & ELEC	\$8,003.12
	PERALTA'S MACHINE SHOP	41274	11/24/2020	7050	LABOR-WELD TUBES	\$60.00
	RICOH USA, INC	41289	11/24/2020	5060738196	MONTHLY MAINTEANANCE FOR NEW COPIERS	\$37.10
	STAPLES BUSINESS CREDIT	41070	11/18/2020	1631468852	SUPPLIES	\$93.21
	STAPLES CREDIT PLAN	41306	11/24/2020	10/28/2020	OFFICE SUPPLIES	\$314.32
	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	1312-10/22/2020	WHEELS FOR VEHICLE GATES	\$229.51
		41334	11/24/2020	1312-10/22/2020	KEY TAGS	\$45.84
		41334	11/24/2020	1312-10/22/2020	OFFICE SUPPLIES	\$17.97

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0730	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	1312-10/22/2020	OFFICE SUPPLIES	\$20.93
		41334	11/24/2020	1312-10/22/2020	UNICOM WINDOW SUPPLIES	\$45.86
		41334	11/24/2020	1312-10/22/2020	UNICOM WINDOW SUPPLIES	\$258.69
		41334	11/24/2020	1312-10/22/2020	AAAE MEMBERSHIP	\$275.00
		41334	11/24/2020	1312-10/22/2020	GASKET FOR 5000G TRUCK	\$65.95
		41072	11/18/2020	712812	PURCHASE OF AVIATION GRADE GAS	\$25,741.29
	Fund Total					\$45,624.50
0740	A L LEASE COMPANY, INC	41085	11/24/2020	10/31/2020	SUPPLIES AND REPAIR SUPPLIES	\$198.18
	AIR UNLIMITED	41092	11/24/2020	290174	INV#290174 PROPANE 26.2 GALLONS ON 10/22/2020	\$83.28
		41092	11/24/2020	289083	INV#289083 DRY ICE 27.3 LBS ON 10/16/2020	\$86.78
		41092	11/24/2020	290160	INV#290160 PRPANE 39 GALLONS ON 11/3/2020	\$56.31
		41092	11/24/2020	290223	INV#290223 PROPANE 39 GALLONS ON 11-12-2020	\$123.97
		41092	11/24/2020	290171	INV#290171 PROPANE 32.2 GALLONS ON 10-24-2020	\$102.35
	ARATA EQUIPMENT COMPANY	41104	11/24/2020	11/03/2020	PARTS	\$10,716.78
	ARRIAGA, JOHN	41060	11/18/2020	8263	CONSULTANT FOR LEGISLATIVE SER	\$625.00
	ASSOCIATION OF BAY AREA GOVERNMENTS	41105	11/24/2020	AR02384	FY21-LEVELIZED CHARGE-NAT GAS	\$198.21
	AUTO CARE LIFESAVER TOWING	41109	11/24/2020	20-24976	TOWING SERVICE	\$54.00
	AWTI 3RD EYE CAM	41110	11/24/2020	195094	SLIMLINE 7' MONITOR CABLES	\$712.80
	BODY BY HANK	41119	11/24/2020	20127	BODY LABOR AND PARTS	\$1,945.54
		41119	11/24/2020	20128	BODY LABOR	\$918.28
	BUD'S ELECTRIC SERVICE, INC	41123	11/24/2020	4880	ELEC REPAIR	\$929.00
		41123	11/24/2020	4881	SERVICE AT 320 HARVEST DR.	\$300.00
	BURTON'S FIRE APPARATUS, INC.	41124	11/24/2020	50810	PARTS	\$373.58

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	C & N TRACTOR	41125	11/24/2020	10/29/2020	REPAIRS	\$78.56
		41125	11/24/2020	10/29/2020	REPAIRS	\$407.24
		41125	11/24/2020	10/29/2020	REPAIRS	\$479.42
		41125	11/24/2020	10/29/2020	REPAIRS	\$30.00
	CHEVROLET OF WATSONVILLE	41136	11/24/2020	239042	PART	\$368.98
	CLEARBLU ENVIRONMENTAL	41139	11/24/2020	24202	ECOBLAST	\$670.34
	COAST COUNTIES TRUCK & EQUIP	41141	11/24/2020	9/1-10/26/2020	PARTS AND REPAIR PARTS	\$8,540.65
	CONTINUANT, INC.	41144	11/24/2020	SI-0000006329	MANAGED SERVICES AGREEMENT FROM 12/01-12/31/2020	\$591.33
	D&G SANITATION	41151	11/24/2020	275574	SERVICE	\$103.79
	DAVIS AUTO PARTS	41154	11/24/2020	10/26/2020	PARTS	\$94.05
		41154	11/24/2020	10/26/2020	PARTS	\$14.62
	DIXON & SONS TIRES INC.	41061	11/18/2020	10/29/2020	TIRES AND REPAIRS	\$4,963.33
	EDWARDS TRUCK CENTER INC	41164	11/24/2020	13970	PARTS	\$27.10
	FASTENAL COMPANY	41172	11/24/2020	CAWAT110768	SUPPLIES	\$218.54
		41172	11/24/2020	CAWAT111187	SUPPLIES	\$357.96
		41172	11/24/2020	CAWAT111028	PARTS	\$14.58
		41172	11/24/2020	CAWAT111043	PARTS	\$40.63
		41172	11/24/2020	CAWAT111122	PARTS	\$4.52
		41172	11/24/2020	CAWAT111094	PARTS	\$17.10
		41172	11/24/2020	CAWAT111177	PARTS	\$31.97
		41172	11/24/2020	CAWAT111209	PARTS	\$54.82
		41172	11/24/2020	CAWAT111227	PARTS	\$84.40
		41172	11/24/2020	CAWAT111243	PARTS	\$11.49
		41172	11/24/2020	CAWAT111137	SUPPLIES	\$41.62
		41172	11/24/2020	CAWAT110988	PARTS	\$30.66

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	FASTENAL COMPANY	41172	11/24/2020	CAWAT111309	PARTS	\$16.32
		41172	11/24/2020	CAWAT111226	PARTS	\$26.91
		41172	11/24/2020	CAWAT111301	PARTS	\$15.74
		41172	11/24/2020	CAWAT111276	SUPPLIES	\$37.63
		41172	11/24/2020	CAWAT111375	SUPPLIES	\$126.33
		41172	11/24/2020	CWAT111191	SUPPLIES	\$1,828.26
		41172	11/24/2020	CAWAT111406	PARTS	\$69.89
		41172	11/24/2020	CAWAT111396	PARTS	\$13.97
		41172	11/24/2020	CAWAT111256	SUPPLIES	\$121.49
		41172	11/24/2020	CAWAT111281	RAINSETS	\$257.45
		41172	11/24/2020	CAWAT111493	SUPPLIES	\$14.38
		41172	11/24/2020	CAWAT111492	PARTS	\$96.05
	GRAINGER	41182	11/24/2020	9708331435	SHOP TOOLS	\$631.42
		41182	11/24/2020	9715401445	FIRST AID KIT CABINET	\$277.80
		41182	11/24/2020	9710022915	AUTO DRAIN VALVE	\$97.92
	GRANITE ROCK COMPANY	41183	11/24/2020	1270191	INV#1270191 SQUEEGEE FLR 24"	\$88.42
	HARBOR FREIGHT TOOLS	41187	11/24/2020	932256	SUPPLIES	\$170.40
	HARRIS COMPUTER SYSTEMS	41188	11/24/2020	MN00133935	ICIS IMPRESSA ANNUAL SUPORT FROM 01/01/21-12/31/21	\$8,348.79
	HARRISON'S COLOR CORNER	41190	11/24/2020	11182	INV#11182 WHITE PAINT	\$45.46
	HOME DEPOT CREDIT SERVICES	41192	11/24/2020	11/13/2020	SUPPLIES	\$174.52
	KELLY-MOORE PAINT COMPANY, INC.	41204	11/24/2020	818-00000315192	SUPPLIES	\$12.35
		41204	11/24/2020	818-00000315793	PAINT	\$304.52
	MCLAUGHLIN WASTE EQUIPMENT, INC.	41218	11/24/2020	8055	SOLID WASTE CONTAINERS	\$11,772.16
		41218	11/24/2020	8060	SOLID WASTE CONTAINERS	\$7,157.44
		41218	11/24/2020	8063	SOLID WASTE CONTAINERS	\$5,269.60

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	MCLAUGHLIN WASTE EQUIPMENT, INC.	41218	11/24/2020	8095	SOLID WASTE CONTAINERS	\$9,307.48
	MID VALLEY SUPPLY	41222	11/24/2020	10/31/2020	SUPPLIES	\$2,313.42
	NEW AUTOMOTIVE COLOR 2004	41227	11/24/2020	1654072	ENAMEL	\$100.59
	NPM, INC.	41229	11/24/2020	182258	MONTHLY VISUAL INSPECTION	\$80.00
	OMEGA INDUSTRIAL SUPPLY INC.	41232	11/24/2020	130367	INV#130367 HAND SANITIZER & WIPES	\$959.47
		41232	11/24/2020	130368	INV#130368 HAND SANITIZER AND WIPES	\$643.71
		41232	11/24/2020	129438	INV#129438 WIPES AND HAND SANITIZER	\$821.05
	OSUNA AUTO ELECTRIC & SMALL ENGINE REPAIR	41235	11/24/2020	40163	PARTS	\$49.13
		41235	11/24/2020	40103	PARTS-WELDING CABLE AND NOBLE BUTT CONNECTORS	\$74.72
		41235	11/24/2020	40101	PARTS	\$163.82
		41235	11/24/2020	40253	REPAIRS AND SUPPLIES	\$520.57
	OTTO ENVIRONMENTAL SYSTEMS NA, INC.	41236	11/24/2020	INV-33961	OTTO 65 GALLON CARTS	\$31,290.80
	PAJARO VALLEY FABRICATION INC.	41266	11/24/2020	28367	CONTAINER #40-14 REPAIR	\$369.31
		41266	11/24/2020	28383	LABOR TO DRILL 1-1/8 HOLE	\$303.81
		41266	11/24/2020	28408	ALUM FLAT BAR	\$17.27
		41266	11/24/2020	28384	LABOR TO REPAIR TRUCK	\$2,209.86
		41266	11/24/2020	28359	LABOR TO MFG CHANNEL	\$30.75
		41266	11/24/2020	28396	LABOR TO REPAIR TRUCK	\$352.00
		41266	11/24/2020	28418	LABOR TO MFG WEAR PLATES	\$52.93
		41266	11/24/2020	28417	LABOR TO REPAIR DIESEL	\$106.46
		41266	11/24/2020	28400	LABOR TO REPAIR ALUMINIM BRACKET	\$88.00
		41266	11/24/2020	28393	LABOR TO REPAIR SWEEPER	\$656.77
		41266	11/24/2020	28375	LABOR TO MFG BOX	\$109.30

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	PAJARO VALLEY FABRICATION INC.	41266	11/24/2020	28425	REPAIR TRUCK#624	\$64.79
		41266	11/24/2020	28200	REPAIR ROLL OFF	\$363.09
		41266	11/24/2020	28371	LABOR TO REPAIR	\$1,235.90
		41266	11/24/2020	28438	LABOR TO MFG	\$24.04
		41266	11/24/2020	28435	LABOR TO REPAIR FORKS ON TRUCK	\$264.00
	PAJARO VALLEY PRINTING	41268	11/24/2020	41314	SUPPLIES	\$596.51
	PAPE MATERIAL HANDLING, INC.	41272	11/24/2020	8471090	PARTS	\$364.58
	PASO ROBLES TRUCK CENTER	41273	11/24/2020	0006971	PARTS	\$860.16
	PRAXAIR DISTRIBUTION, INC	41280	11/24/2020	99743273	ACENTYLENE	\$150.84
		41280	11/24/2020	99651570	CYLINDER RENT	\$150.66
		41280	11/24/2020	60046688	STARGOLD C25 ARG-CO2	\$114.71
		41280	11/24/2020	8846	WIRE	\$21.98
		41280	11/24/2020	99992426	WELDING SUPPLIES	\$229.30
	QUALITY WATER ENTERPRISES	41283	11/24/2020	1179274	FINANCE CHARGE FOR INV#1179274	\$1.00
		41283	11/24/2020	1175244-REISSUE	INV#1175244	\$1.00
		41283	11/24/2020	1174179-REISSUE	INV#1174179	\$36.51
	REHRIG PACIFIC COMPANY	41287	11/24/2020	50132370	P#CC 2000902R FL Containers	\$35,868.30
	STAPLES CREDIT PLAN	41306	11/24/2020	10/28/2020	OFFICE SUPPLIES	\$265.34
	TAYLOR'S OFFICE CITY	41319	11/24/2020	10/30/2020	SUPPLIES	\$187.38
	TENNANT SALES AND SERVICE COMPANY	41321	11/24/2020	917381024	INV#917381024 SQUEEGE MACHINE SERVICE AND REPAIR	\$228.00
	TIREHUB, LLC	41328	11/24/2020	16947340	TIRES	\$503.72
		41328	11/24/2020	16974796	TIRES	\$159.10
		41328	11/24/2020	17119648	TIRES	\$1,706.30
		41328	11/24/2020	17021149	TIRES	\$1,989.32
		41328	11/24/2020	17141833	TIRES	\$390.79

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0740	TIREHUB, LLC	41328	11/24/2020	16947319	TIRES	\$1,279.73
	TORIUMI'S AUTO REPAIR	41329	11/24/2020	91639	MAINTENANCE SERVICE	\$888.06
		41329	11/24/2020	91630	MAINTENANCE SERVICE	\$115.50
		41329	11/24/2020	91662	SERVICE MAINTENANCE	\$176.29
	TOWNSEND AUTO PARTS	41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$1,299.09
		41330	11/24/2020	11/01/2020	PARTS AND SUPPLIES	\$22.70
	U S BANK CORPORATE PAYMENT SYSTEM	41334	11/24/2020	9464-10/22/2020	SOLID WASTE STAFF OFFICE SUPPLIES	\$113.59
		41334	11/24/2020	9464-10/22/2020	SHOVEL FOR FIELD SERVICES	\$28.41
		41334	11/24/2020	9464-10/22/2020	REPLACEMENT PART FOR AIRPORT JEEP- A/C COMPRESSOR	\$367.08
	VELOCITY TRUCK CENTER	41340	11/24/2020	XA270073739:01	BRAKE SHOES	\$234.37
	VISION RECYCLING	41341	11/24/2020	115102	INV#115102 GRINDING SERVICE REMOVAL OF CHIPS/MULCH	\$15,391.93
	WATSONVILLE BLUEPRINT	41343	11/24/2020	96384	LAMINATING,CUTTING AND SPIRAL BINDING	\$27.26
	WATSONVILLE FORD	41345	11/24/2020	22599	PART	\$73.09
		41345	11/24/2020	22600	PART	\$203.97
	WESTERN TRUCK CENTER-SAN LEANDRO, CA	41347	11/24/2020	084P10991	GASKETS	\$81.04
	Fund Total					\$188,377.63
0780	COLLINS COLLINS MUIR & STEWART LLP	41142	11/24/2020	4333047	4333047 FRANK PEDROZA V. COW	\$2,110.50
	LWP CLAIMS SOLUTIONS INC	41065	11/18/2020	941-44151	TRUST DEP 11/1-11/15/2020	\$27,337.82
	Fund Total					\$29,448.32
0787	MES VISION	41066	11/18/2020	RUN DATE 11/15/2020	VISION CLAIMS	\$1,880.50
	PREFERRED BENEFIT	41067	11/18/2020	EIA35187	CLAIMS	\$10,276.83
		41353	11/25/2020	EIA35212	EIA35212-CLAIMS WEEK ENDING 11/19/2020	\$4,933.23

Fund #	Vendor Name	Check #	Invoice Date	Invoice	Invoice Description	Amount
0787	WORKTERRA	41349	11/24/2020	WAT1220	HEALTH BENEFITS- DECEMBER 2020	\$578,794.52
	Fund Total					\$595,885.08
0790	AT&T-CAL NET 2	41107	11/24/2020	000015598788	CALNET_100MB INTERNET LINE FROM 10/10/20-11/09/20	\$821.73
	U S BANK CORPORATE PAYMENT SYSTEM	41356	11/25/2020	2625-10/22/2020	WEBCAM IT. DEPT	\$49.16
		41356	11/25/2020	2625-10/22/2020	CRESTON REPLACEMENT FOR COUNCIL CHAMBERS	\$52.11
		41356	11/25/2020	2625-10/22/2020	CRESTON REPLACEMENT FOR COUNCIL CHAMBERS	\$81.53
		41356	11/25/2020	2625-10/22/2020	CRESTON REPLACEMENT FOR COUNCIL CHAMBERS	\$133.44
		41356	11/25/2020	2625-10/22/2020	PYTHON SCRIPTING BOOK FOR GIS	\$56.92
	Fund Total					\$1,194.89
Total	Total					\$3,749,827.95



MISCELLANEOUS DOCUMENTS REPORT

DECEMBER 8, 2020

1.0 APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES

--La Cantina Brewing Company
November 18, 2020

2.0 MINUTES

-- Planning Commission
September 1, 2020

3.0 PROCLAMATIONS

-- Karen Osmundson
16 Years of Service
December 9, 2020

Department of Alcoholic Beverage Control

State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 1137 WESTRIDGE PARKWAY
 SALINAS, CA 93907
 (831) 755-1990

File Number: 622336
 Receipt Number: 2657061
 Geographical Code: 4402
 Copies Mailed Date: November 18, 2020
 Issued Date:

DISTRICT SERVING LOCATION: SALINAS

First Owner: **DAVILA, HORACIO JOAQUIN**
 Name of Business: **LA CANTINA BREWING COMPANY**
 Location of Business: **256 POTRERO ST**
SANTA CRUZ, CA 95060-2718

County: **SANTA CRUZ**Is Premises inside city limits? **Yes** Census Tract: **1007.00**Mailing Address:(If different
from
premises address)Type of license(s): **23** Dropping Partner: Yes No

Transferor's license/name:

License Type	Transaction Type	Master	Secondary LT And Count		
23 - Small Beer Manufacturer	ORI	Y			
License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	11/18/20	\$905.00
Application Fee	STATE FINGERPRINTS	NA	1	11/18/20	\$39.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	11/18/20	\$24.00
23 - Small Beer Manufacturer	ANNUAL FEE	NA	0	11/18/20	\$400.00
			Total		\$1,368.00

Have you ever been convicted of a felony? **No**Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of SANTA CRUZ

Date: November 18, 2020

Applicant Name(s)

DAVILA, HORACIO JOAQUIN



MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION
OF THE CITY OF WATSONVILLE

TELECONFERENCE/REMOTE

September 1, 20206:01 PM

In accordance with City policy, all Planning Commission meetings are recorded on audio and video in their entirety and are available for review in the Community Development Department (CDD). These minutes are a brief summary of action taken.

1. ROLL CALL

Chair Matthew Jones, Vice-Chair Anna Kammer, and Commissioners Ed Acosta, Veronica Dorantes-Pulido, Jenny T. Sarmiento, and Jenni Veitch-Olson were present.

Staff members present were City Attorney Alan Smith, Assistant Police Chief Thomas Sims, Community Development Director Suzi Merriam, Housing Manager Carlos Landaverry, Principal Planner Justin Meek, Associate Planner Ivan Carmona, Recording Secretary Deborah Muniz and Administrative Assistant II Elena Ortiz.

2. PLEDGE OF ALLEGIANCE

Chair Matthew Jones led the Pledge of Allegiance.

3. PRESENTATIONS & ORAL COMMUNICATIONS

Elizabeth, District 7, expressed her preference for staff utilizing GoToMeeting as opposed to Zoom Webinar meetings.

Vanessa Quiroz-Carter, District 2, encouraged City staff to utilize a streaming platform which allows a more open dialogue between the public and staff.

4. CONSENT AGENDA**A. MOTION APPROVING MINUTES OF JULY 14, 2020 REGULAR MEETING**

MOTION: It was moved by Commissioner Veitch-Olson, seconded by Vice-Chair Kammer, and carried by the following vote to approve the Consent Agenda:

AYES: COMMISSIONERS: Acosta, Dorantes-Pulido, Kammer,
Sarmiento, Veitch-Olson, Jones
NOES: COMMISSIONERS: None

ABSENT: COMMISSIONERS: None

5. PUBLIC HEARINGS

A. AN APPLICATION FOR A SPECIAL USE PERMIT (APPLICATION NO. PP1) TO ALLOW THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE (TYPE 20) ABC LICENSE FOR A PROPOSED GAS STATION WITH CONVENIENCE STORE AND CAR WASH (ARCO "AMPM") LOCATED AT 69 LEE ROAD (APN: 018-302-06), FILED BY J&H RETAIL, LLC, APPLICANT AND PROPERTY OWNER

1) Staff Report

The staff report was given by Principal Planner Justin Meek.

2) Planning Commission Clarifying & Technical Questions

In answering Vice-Chair Kammer's question, Principal Planner Meek clarified that the Chevron in the vicinity has a type 20 ABC license.

3) Applicant Presentation

Juggy Tut, applicant, gave a brief background of his proposed project.

4) Planning Commission Clarifying & Technical Questions

In response to Commissioner Veitch-Olson's inquiries, Mr. Tut shared that he plans to hire between 8 to 12 local employees and will be selling local beer and snacks at the convenience store and hotel.

In answering Commissioner Dorantes-Pulido, Mr. Tut stated if there are no delays, their goal is to open early December.

5) Public Hearing

Chair Jones opened the public hearing.

Manuel Bersamin, asked that the applicant consider making a donation to the local high schools, specifically towards events such as grad night for the high school seniors.

Pedro Castillo, District 2, spoke in opposition of the application, as he does not feel the City of Watsonville needs another business with alcohol sales.

Elizabeth, District 7, spoke in support of more businesses and revenue for the City.

Hearing no further comment, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

MAIN MOTION: It was moved by Vice-Chair Kammer, seconded by Chair Jones, to approve the following resolution:

RESOLUTION NO. ____ (PC):

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, APPROVING A SPECIAL USE PERMIT (APPLICATION NO. PP1) TO ALLOW THE ESTABLISHMENT OF AN OFF-SALE BEER AND WINE ABC LICENSE FOR A PROPOSED GAS STATION WITH CONVENIENCE STORE AND CAR WASH WITH ALCOHOL SALES (ARCO "AMPM") LOCATED AT 69 LEE ROAD, WATSONVILLE, CALIFORNIA (APN: 018-302-06)

7) Deliberation

Commissioner Sarmiento expressed concern about the number of approved alcohol licenses in the recent years, and the saturation of alcohol licenses in the proposed project's location.

Vice-Chair Kammer thanked City staff for creating a grading rubric during the application process as it gives insight as to how the business will operate.

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION (Failed): The above motion carried by the following vote:

AYES:	COMMISSIONERS: Kammer, Veitch-Olson, Jones
NOES:	COMMISSIONERS: Acosta, Dorantes-Pulido, Sarmiento
ABSENT:	COMMISSIONERS: None

B. AN APPLICATION FOR SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2019-18) TO ALLOW THE ESTABLISHMENT OF A PROPANE STORAGE AND TRANSFER FACILITY (AKA BULK PROPANE PLANT) ON A 0.7± ACRE PROPERTY LOCATED AT 950 WEST BEACH STREET, (APNS 018-331-28; FORMERLY APNS 018-331-05 & -06), FILED BY DAVID DAUPHIN WITH C2G, APPLICANT, ON BEHALF OF RICHARD KOJAK WITH MOUNTAIN PROPANE SERVICE, PROPERTY OWNER

1) Staff Report

The staff report was given by Principal Planner Justin Meek.

2) Planning Commission Clarifying & Technical Questions

In answering Vice-Chair Kammer's question regarding the number of propane storage facilities within City limits, Principal Planner Meek stated he was unaware of the total number.

In response to Chair Jones' inquiry regarding the existing storage tank onsite, Principal Planner Meek explained that should the project be denied, the temporarily placed empty storage tank would have to be removed from the site.

3) Applicant Presentation

Richard Kojak and William Kojak, applicants, gave an overview of the project and addressed some of the concerns raised by the community.

4) Planning Commission Clarifying & Technical Questions

Mr. Richard Kojak answered questions from Vice-Chair Kammer regarding the propane delivery process, business model, and hiring of local employees.

In answering Commissioner Dorantes-Pulido's inquiry regarding the rail corridor, Principal Planner Meek stated that the proposed rail corridor would be within 75-feet of the project's property.

Mr. Kojak answered questions from Commissioner Veitch-Olson regarding the future expansion of the business.

In answering Chair Jones, Mr. Kojak stated that there was a previous propane rail operator, but if approved, they would be the only facility receiving propane by rail. Additionally, he mentioned that most of their customers are those that reside outside City limits.

Principal Planner Meek responded to Chair Jones' questions regarding the project's principally permitted uses, potential sales tax revenue for the City, and bio-propane sales.

5) Public Hearing

Chair Jones opened the public hearing.

Joy Alafia, Western Propane Gas Association President/CEO, addressed questions raised by Planning Commissioners.

The following speakers spoke in support of the project and listed their reasons

Barry Scott, The Need Project State Program Director

Ben Granholm, Western Propane Gas Association Regulatory Affairs Specialist
Amber Kinslow, Boulder Creek resident
David Van Brink, Santa Cruz County resident
Rob Scott, Western Propane Gas Association Safety Consultant
IBartle

The following speakers spoke in opposition of the project and listed their reasons:

Jennifer Laskin, MS, JD, Esquire
Manuel Bersamin
Vanessa Quiroz-Carter, District 2
Dr. Manny Nunez, District 1
Jessica Carrasco
Elizabeth Atilano, Watsonville resident
John S
Consuelo Alba, District 5
Alan Hicks
Maria Heredia
Alejandro Garcia

Natalie Olivas, Regeneración- Pájaro Valley Climate Action, expressed concern about climate change and urged the Planning Commission to vote accordingly.

Hearing no further comments, Chair Jones closed the public hearing.

6) Appropriate Motion(s)

Commissioner Sarmiento spoke in opposition to the project as she does not believe it is an appropriate use of the land.

MAIN MOTION: It was moved by Commissioner Sarmiento, seconded by Commissioner Veitch-Olson, to deny the following resolution:

RESOLUTION NO. 16-20 (PC):

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WATSONVILLE, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION DENYING A SPECIAL USE PERMIT WITH DESIGN REVIEW AND ENVIRONMENTAL REVIEW (PP2019-18) TO NOT ALLOW THE ESTABLISHMENT OF A PROPANE STORAGE AND TRANSFER FACILITY (AKA BULK PROPANE PLANT) ON A 0.7± ACRE PROPERTY LOCATED AT 950 WEST BEACH STREET, WATSONVILLE, CALIFORNIA (APN 018-331-28; FORMERLY APNS 018-331-05 & -06)

7) Deliberation

Commissioner Acosta expressed opposition to the project and his reasons for doing so.

Vice-Chair Kammer disclosed that she was contacted by Barry Scott, Drew Rogers and Consuelo Alba, who spoke to her about the project. Additionally, she spoke about the need for propane for those residing outside the City limits.

Chair Jones and Commissioners Veitch-Olson and Dorantes-Pulido all spoke in support of Commissioner Sarmiento's motion and listed their reason for doing so.

8) Chair Calls for a Vote on Motion(s)

MAIN MOTION: The above motion carried by the following vote:

AYES:	COMMISSIONERS: Acosta, Kammer, Dorantes-Pulido, Sarmiento, Veitch-Olson, Jones
NOES:	COMMISSIONERS: None
ABSENT:	COMMISSIONERS: None

6. REPORT OF THE SECRETARY

The report was given by Director Merriam.

7. ADJOURNMENT

Chair Jones adjourned the meeting at 9:21 PM. The next remote/teleconference Planning Commission meeting is scheduled for Tuesday, October 6, 2020, at 6:00 PM.



Suzi Merriam, Secretary
Planning Commission



Matthew H. Jones, Chair
Planning Commission



*P*roclamation

Karen Osmundson

16 Years of Service

December 9, 2020

WHEREAS, Karen Osmundson served the Pajaro Valley Unified School District as a Trustee for Area III since 2004, representing all students, including her daughter who attended PVUSD schools, staff and families, and led the Board as President in 2019; and

WHEREAS, Trustee Osmundson has supported the District through COVID-19, recessions, and budget uncertainties, consistently reassuring the community that all decisions were made keeping the students' best interests and the operational health of the District at the forefront; and

WHEREAS, in 2012, Trustee Osmundson championed Measure L, a \$150 million dollar bond that allowed for upgrades, repairs, and improvement of facilities and technology in all schools; and

WHEREAS, Trustee Osmundson was instrumental in securing support for additional schools, including Ann Soldo and Pajaro Valley High, effectively relieving overcrowding; and

WHEREAS, Trustee Osmundson's commitment to students and staff has been evident through every negotiation session, as she remained loyal to maintaining a sustainable budget that reflected her sincere interest in them; and

WHEREAS, Trustee Osmundson consistently demonstrated unwavering advocacy for parental involvement, encouraging participation in school events, and promoting dialogue with their children's teachers, as well as administrative staff; and

WHEREAS, Trustee Osmundson understood the importance of and fervently promoted a well-rounded experience for every student, which includes access to early literacy, athletics, arts and music, relevant college and career pathways, and socioemotional support; and

WHEREAS, Trustee Osmundson has been an advocate of positive discipline through preventative and intervention services, reducing expulsion and suspension rates as well as offering access to alternative in-school learning and enrichment opportunities; and

WHEREAS, Trustee Osmundson invested endless hours in understanding items brought before the Board, thereby making informed decisions that reflected her values.

NOW, THEREFORE, I, Rebecca J. García, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby commend Trustee Karen Osmundson for her 16 years of dedicated service on behalf of the students and families of PVUSD, with best wishes for continued success in all her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 9th day of December, Two thousand and twenty.

A blue ink signature of the name "Rebecca J. García".
Rebecca J. García, Mayor



WATSONVILLE, CALIFORNIA



*P*roclamation

International Day of Persons with Disabilities Brenda Gutierrez Baeza

December 3, 2020

WHEREAS, the annual observance of International Day of Persons with Disabilities was instated in 1992 by the United Nations in an effort to promote the rights and well-being of disabled persons in all spheres of society; and

WHEREAS, it is important to recognize that not all disabilities are immediately apparent, such as mental illnesses, chronic pain, sight or hearing impairments, learning differences and cognitive dysfunctions, among others; and

WHEREAS, our community is proud to have organizations and individuals that provide services and support to persons with disabilities, such as Santa Cruz County's Commission on Disabilities and its Vice- Chair, Brenda Gutierrez Baeza; and

WHEREAS, Vice- Chair Baeza joined the Commission in 2016 as a representative for the County's 4th District, and is an enthusiastic, engaged participant in various outreach efforts in benefit of disabled persons; and

WHEREAS, Vice- Chair Baeza participates in Watsonville Public Library's annual "Storytime Events" and, using her wheelchair, gives children the opportunity to interact with her in a positive, inclusivity affirming way; and

WHEREAS, Vice- Chair Baeza has been instrumental in organizing and staffing an annual outreach table at the local Farmers Market to raise awareness of the Commission and involve the community in its projects; and

WHEREAS, Vice- Chair Baeza took part in the County Park Friends video series, showcasing the accessibility of local parks; and

WHEREAS, Vice-Chair Baeza also strives to help the Latino community overcome language barriers by working as an interpreter, and often translates Commission materials.

NOW, THEREFORE, I, Rebecca J. García, Mayor of the City of Watsonville, in the State of California, on behalf of the City Council hereby recognize December 3rd as International Day of Persons with Disabilities and Brenda Gutierrez Baeza, Vice- Chair of the Santa Cruz County Commission on Disabilities for her work towards accessibility and inclusivity in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Watsonville to be affixed this 3rd day of December, Two thousand and twenty.

A handwritten signature in blue ink that reads "Rebecca J. García".
Rebecca J. García, Mayor

WATSONVILLE, CALIFORNIA



MINUTES REGULAR CITY COUNCIL MEETING

November 10, 2020

City of Watsonville
Teleconference/Remote

3:31 p.m.

1. CLOSED SESSION

(City Council Conference Room, 275 Main Street, 4th Floor)

(a) Public Comments regarding the Closed Session agenda were accepted by the City Council at that time.

Peter Carter asked Council to support Item 7.F

Eli stated all correspondence regarding the Porter Building sale was in support of the proposal submitted by Pájaro Valley Arts and asked Council to approve their proposal.

Yesenia Jimenez asked Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

Luis Leonor asked Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

Erik, kindergarten teacher, asked Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

Vanessa Quiroz-Carter asked Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

Jessica Carrasco asked Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

Member Gonzalez announced he was President of the Board for Pájaro Valley Arts and would recuse himself from Item 1.A.1. He encouraged Council to support the proposal for the Porter Building submitted by Pájaro Valley Arts.

(b) Closed Session Announcement

The City Council recessed the regular Council Meeting to discuss those items listed on the Closed Session Statement attached to the Agenda.

1.A. PERSONNEL MATTERS §54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

City Clerk

1.B. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

1. Agency negotiator: Nathalie Manning and Matt Huffaker
- Employee organizations: Clerical Technical
Public Safety Mid-Management Unit
Operating Engineers Local Union No. 3 for employees
in the Public Works Unit

1.C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code § 54954.5 and 54956.8)

1. Property: 280 Main Street (APN: 017-182-16)
Negotiating parties: Tamara Vides (for City as Landlord)
Pájaro Valley Arts, as tenant
WatsNews, LLC, as tenant
- Under Negotiation: Price, and terms of Lease

5:30 p.m.

2. ROLL CALL

Mayor García, Mayor Pro Tempore Coffman-Gomez and Council Members Gonzalez (arrived at 5:32 p.m.), Hernandez (arrived at 5:33 p.m.), Hurst, and Parker (arrived at 5:32 p.m.) were present via teleconference through Zoom Webinar.

Staff members present via teleconference through Zoom Webinar were City Manager Huffaker, City Attorney Smith, City Clerk Vázquez Flores, Assistant City Manager Vides, Public Works & Utilities Director Palmisano, ~~Police Chief Honda~~, Deputy City Manager Manning, Administrative Services Director Czerwin, Community Development Director Merriam, ~~Interim Library Director Martinez~~, Innovation & Technology Director Boyes, ~~Parks & Community Services Director Calubaquib~~, ~~Assistant Public Works & Utilities Director Rodriguez~~, ~~Assistant Parks & Community Services Director Heistein~~, ~~Assistant Police Chief Sims~~, ~~Police Captains Rodriguez and Zamora~~, ~~Principal Planner Meek~~, ~~Housing Manager Landaverry~~, ~~Principal Engineer Green~~, ~~Recreation Superintendent Negrete~~, Assistant City Clerk Ortiz, ~~Administrative Analyst Paz~~, and Interpreter ~~Landaverry~~Vázquez-Quintero.

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ITEMS

4.A. REPORT OF DISBURSEMENTS

4.B. MISCELLANEOUS DOCUMENTS REPORT

4.C. WRITTEN REPORTS BY COUNCIL MEMBERS REGARDING ACTIONS TAKEN ON THEIR REGIONAL COMMISSIONS/BOARD MEETINGS THAT MAY AFFECT THE CITY OF WATSONVILLE (None)

5. PRESENTATIONS & ORAL COMMUNICATIONS

5.A. ORAL COMMUNICATIONS FROM THE PUBLIC

Natalie Olivas, Regeneracion Pájaro Valley Climate Action, encouraged Council to review Santa Cruz County Regional Transportation Commission's (SCCRTC) Transit Corridor Alternative's Analysis and support electric passenger rail.

Eli spoke about the success of the recent artist pop-up market and spoke about the importance of art in Watsonville. She asked for an update on how she could submit a formal complaint against Member Hurst. She accused Member Gonzalez of running an unfair campaign against his opponent.

Alexander Azevedo, Regeneración Pájaro Valley Climate Action, encouraged Council to review SCCRCC's Transit Corridor Alternative's Analysis and support electric passenger rail.

Anissa Balderas, Regeneración Pájaro Valley Climate Action, encouraged Council to review SCCRCC's Transit Corridor Alternative's Analysis and support electric passenger rail.

Dr. Nancy A. Bilicich, Pájaro Rivershed Flood Prevention Authority, spoke about efforts to minimize financial impact on homeowners that improvements to the levee would have on them. She stated the Son's of Italy would support an Italian restaurant at the Porter Building.

Michelle West, Regeneración Pájaro Valley Climate Action, encouraged Council to review SCCRCC's Transit Corridor Alternative's Analysis and support electric passenger rail.

Assistant Police Chief Sims gave an update on the progress of the Pink Patch Project. He thanked Chaz Designs for their generous donations.

Raeid Farhat stated his project on Marin Street had been stalled by the Community Development Department and spoke negatively about City Manager Huffaker's management of the issue.

5.B. ORAL COMMUNICATIONS FROM THE COUNCIL

Mayor Pro Tempore Coffman-Gomez invited the public to participate in SCCRCC's Transit Corridor Alternative's Analysis and support electric passenger trail.

Member Estrada congratulated the winners and commended participants of the 2020 General Municipal Election. He spoke about the importance of treating all residents fairly. He wished everyone a happy Veterans Day.

Member Hurst spoke about the importance of respect and unity. He congratulated the winners and commended participants of the 2020 General Municipal Election.

Member Gonzalez congratulated the winners and commended participants of the 2020 General Municipal Election. He invited the public to participate in SCCRCC's Transit Corridor Alternative's Analysis and support electric passenger trail.

Member Parker commended candidates of the 2020 General Municipal Election and those who spoke with them during their campaign. She spoke about vote efforts by Native Americans to remove President Trump from office. She spoke about the importance of equality for all.

Member Hernandez spoke about several events he participated in over the previous weeks. He wished everyone a happy Veterans Day and stated his hopes for a more positive 2021.

He invited the public to participate in SCCRTC's Transit Corridor Alternative's Analysis and support electric passenger trail.

Mayor Garcia recognized new members of the Green Business Association and stated they would participate in the Climate Action and Adaptation Plan. She spoke about her participation in a composting workshop and encouraged everyone to pursue composting programs.

- 5.C. MAYOR'S PROCLAMATION CONGRATULATING ESPERANZA DEL VALLE ON THEIR 40TH ANNIVERSARY & COMMENDING THEM FOR THEIR DEDICATION IN FOSTERING INTEREST & INVESTMENT IN THE MEXICAN ARTS IN OUR COMMUNITY, & WISHING THEM MANY MORE YEARS OF CONTINUED SUCCESS**
- 5.D. MAYOR'S PROCLAMATION RECOGNIZING NOVEMBER 2020 AS NATIONAL AMERICAN INDIAN HERITAGE MONTH & PATRICK OROZCO, TRIBAL CHAIRMAN OF THE PÁJARO VALLEY OHLONE INDIAN COUNCIL, FOR HIS CONTINUOUS WORK IN FAVOR OF THE LOCAL INDIGENOUS PEOPLE & THE COMMUNITY AS A WHOLE**
- 5.E. MAYOR'S PROCLAMATION RECOGNIZING HAL HYDE FOR HIS LIFETIME OF DEDICATION & CONTRIBUTIONS TO THE COMMUNITY & EXPRESSING OUR DEEPEST SYMPATHY FOR HIS PASSING**
- 5.F. REPORT OUT OF CLOSED SESSION – Item moved after Item 6.A.**

6. REPORTS TO COUNCIL

6.A. CITY MANAGER'S UPDATE REPORT

In answering Mayor Garcia, City Manager Huffaker gave an update on the Ad-Hoc Committee on Policing and Social Equity.

In answering Mayor Pro Tempore Coffman-Gomez, City Manager Huffaker stated the State of the City would occur on November 28, 2020, and a follow up meeting would be held on December 3, 2020.

Eli asked for clarity on how members of the public could receive responses on questions asked. She asked for additional information on the City's composting program and asked for PowerPoint presentations to be made available to the public. She asked that Ad-Hoc Committee on Policing and Social Equity meetings have chat enabled.

5.F. REPORT OUT OF CLOSED SESSION

City Attorney Smith reported that Council discussed all items listed on the Closed Session Statement, but took no action.

6.B. PRESENTATION BY MAGGY IVY FROM VISIT SANTA CRUZ COUNTY

6.C. REPORT ON HOUSING FOR A HEALTHY SANTA CRUZ: A STRATEGIC FRAMEWORK FOR ADDRESSING HOMELESSNESS IN SANTA CRUZ COUNTY - A THREE YEAR PLAN - BY RANDY MORRIS HUMAN SERVICES DEPARTMENT DIRECTOR AND ELISSA BENSON, ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Ms. Benson and Mr. Morris answered questions from Member Gonzalez regarding use of the Veteran's Hall for sheltering displaced tenants, efforts to find an alternate site,

challenges of addressing homelessness nationwide, and keeping neighborhoods affected by homelessness safe.

In answering Mayor Garcia, Ms. Benson spoke about how the All in One Plan affected Watsonville and efforts to promote equity Countywide.

Mr. Morris answered questions from Member Estrada regarding challenges in providing aid to homeless who ~~did~~ not want assistance.

In answering Mayor Pro Tempore Coffman-Gomez, Ms. Benson and Mr. Morris spoke about challenges in providing resources to homeless populations that commute between counties and deterring spread of COVID-19.

7. CONSENT AGENDA

The following speakers spoke in support of Item 7.E.:

Edgar Ibarra Gutiérrez

Rob Bonta, California Assemblymember - District 18

Manuel Quintero Bersamin

Roy Recio

Katelyn Cortez

Jane Barr, Eden Housing Associate Director, spoke in support of Item 7.F. and gave project specifics.

The following speakers spoke in support of Item 7.E.:

Bill Tamayo

Steve Trujillo

Eli stated her concerns regarding unauthorized photographing of field workers as part of the Campesino Caravan grant program. She spoke in support Items 7.E. and 7.F.

The following speakers spoke in support of Item 7.E.:

Juanita Wilson

Victoria Nakaahiki

Rafael Hernandez, Monterey Bay Economic Partnership, spoke in support of Item 7.F.

MOTION: It was moved by Member Hernandez, seconded by Member Gonzalez to approve the Consent Agenda.

Member Hernandez spoke about the importance of approving Item 7.E. and honoring Filipino culture and history.

Mayor Pro Tempore Coffman-Gomez thanked Community Health Trust of Pájaro Valley for grant funding through Item 7.D. She asked for housing to be diversified to allow tenants to purchase low income homes.

Member Hurst spoke in support of Item 7.E.

MOTION: The above motion carried by the following vote:

AYES: MEMBERS: Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García
NOES: MEMBERS: None
ABSENT: MEMBERS: None

7.A. MOTION APPROVING MINUTES OF OCTOBER 27, 2020, MEETING

7.B. RESOLUTION NO. 199-20 (CM):
RESOLUTION AWARDING \$619,567 BID TO MAGGIORA BROS. DRILLING, INC., FOR CONSTRUCTION OF WATER WELL NO. 4 PROJECT NO. WA-20-14557 LOCATED AT 154 ROACHE ROAD (\$619,567 WILL BE FUNDED FROM THE WATER ENTERPRISE FUND)

7.C. RESOLUTION NO. 200-20 (CM):
RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT WITH ES ENGINEERING SERVICES, LLC, FOR LANDFILL CLOSURE SERVICES FOR THE CITY'S LANDFILL, BY AN AMOUNT NOT TO EXCEED \$98,596

7.D. ACCEPTANCE OF \$20,000 CARES ACT GRANTS FROM THE COMMUNITY HEALTH TRUST OF PÁJARO VALLEY

- 1) RESOLUTION NO. 201-20 (CM):**
RESOLUTION ACCEPTING \$15,000 CARES ACT GRANT FROM THE COMMUNITY HEALTH TRUST OF PÁJARO VALLEY ON BEHALF OF THE WATSONVILLE CAMPESINO APPRECIATION CARAVAN TO SUPPORT COVID-19 OUTREACH AMONG AGRICULTURAL WORKERS & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND
- 2) RESOLUTION NO. 202-20 (CM):**
RESOLUTION ACCEPTING \$5,000 CARES ACT GRANT FROM THE COMMUNITY HEALTH TRUST OF PÁJARO VALLEY TO SUPPORT COVID-19 MESSAGING EFFORTS IN SOUTH SANTA CRUZ COUNTY & APPROPRIATING SUCH FUNDS TO THE SPECIAL GRANTS FUND

7.E. RESOLUTION NO. 203-20 (CM):
RESOLUTION FORMALLY APOLOGIZING FOR THE ACTIONS TAKEN BY THE CITY'S RESIDENTS AGAINST THE FILIPINOS IN WATSONVILLE, PARTICULARLY IN THE 1920s & 1930s, & COMMENDING THESE FILIPINO NATIONALS & THEIR CHILDREN, THE FILIPINO AMERICANS FOR THEIR NOTABLE ACCOMPLISHMENTS & CONTRIBUTIONS TO THE PÁJARO VALLEY

7.F. RESOLUTION NO. 204-20 (CM):
RESOLUTION NO. 7-20 (SHA):
JOINT RESOLUTION OF SUCCESSOR HOUSING AGENCY/COUNCIL (1) APPROVING A FUNDING COMMITMENT IN THE AMOUNT OF \$1,000,000 TO EDEN HOUSING, INC., TO ASSIST IN THE CONSTRUCTION OF A 53-UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 1482 FREEDOM BOULEVARD CONTINGENT UPON THE APPROVAL OF PROJECT ENTITLEMENTS; (2) AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LOAN AGREEMENT WHICH WILL CONTAIN TERMS OF THE USE OF THE LOAN FOR THE PROJECT; & (3) AUTHORIZING A BUDGET APPROPRIATION OF \$1,000,000 FROM THE CITY'S SUCCESSOR HOUSING AGENCY FUND

- 8. ITEMS REMOVED FROM CONSENT AGENDA**
- 9. PUBLIC HEARINGS, ORDINANCES, & APPEALS**
- 9.A. CONSIDERATION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN FOR FISCAL YEARS 2020-2024, ANNUAL 2020-2021 ACTION PLAN, & SUBSTANTIAL AMENDMENT TO THE 2019-2020 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

1) Staff Report

The report was given by Housing Manager Landaverry.

2) City Council Clarifying & Technical Questions

Housing Manager Landaverry answered questions from Member Gonzalez regarding Senior Center upgrades, CDBG funding of code enforcement services, CDBG funding of park services, and use of CDBG funding to subsidize City services.

Housing Manager Landaverry answered questions from Member Parker regarding area median income limits, proposed funding allocations for 2020/2021, and use of allowed funding for program administration and planning.

In answering Member Hernandez, City Manager Huffaker spoke about reasons the City was pursuing a parklet program and ways the City was working to increase access to internet.

City Manager Huffaker and Housing Manager Landaverry answered questions from Mayor Pro Tempore Coffman-Gomez regarding proposed funding for a parklet program, use of CDBG funds towards public safety, potential for use of CDBG funds for infrastructure and flood protection, concentration of funding towards parks programs, inability to use CDBG funding towards home purchases, and use of CDBG funding towards removal of homeless encampments.

Housing Manager Landaverry answered questions from Mayor Garcia regarding the Citizen Participation Agreement and requirement for community dialogue in order to approve the CDBG Action Plan.

3) Public Hearing

Mayor Garcia opened the public hearing:

Carmen Herrera Mansir, El Pájaro CDC, spoke about success of their program in collaboration with the City.

Lisa Berkowitz, Meals on Wheels Program Director, spoke about success of their program in collaboration with the City.

Ray Cancino, Community Bridges Chief Executive Officer, spoke about the need for funding for Meals on Wheels and thanked the City for their support.

Steve Trujillo spoke about the importance of Senior Center services and Youth Center services. He asked Red Roof Inn to donate rooms to the homeless.

After checking if anyone in the teleconference wanted to speak on the matter, hearing none, Mayor García closed the public hearing.

4) **MOTION:** It was moved by Member Hernandez, seconded by Member Parker to approve the resolutions listed below:

5) **City Council Deliberation on Motion (None)**

MOTION: The above motion carried by the following vote:

AYES: MEMBERS: Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García

NOES: MEMBERS: None

ABSENT: MEMBERS: None

6) **RESOLUTION NO. 205-20 (CM):**

RESOLUTION APPROVING FIVE YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") CONSOLIDATED PLAN FOR JULY 1, 2020, THROUGH JUNE 30, 2024, WHICH INCLUDES THE 2020-2021 ANNUAL ACTION PLAN

7) **RESOLUTION NO. 206-20 (CM):**

RESOLUTION APPROVING CITY OF WATSONVILLE SUBSTANTIAL AMENDMENTS TO THE FIVE YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") CONSOLIDATED PLAN FOR JULY 1, 2015, THROUGH JUNE 30, 2019, WHICH INCLUDES THE 2019-2020 ANNUAL ACTION PLAN

9.B. CONSIDERATION OF WATSONVILLE PARKLET PROGRAM (Continued from October 27, 2020, meeting)

1) **Staff Report**

The report was given by Public Works & Utilities Director Palmisano.

2) **City Council Clarifying & Technical Questions**

Public Works & Utilities Director Palmisano, in answering Member Gonzalez, spoke about potential locations for launch of the Pilot Parklet Program.

In answering Member Hernandez, Public Works & Utilities Director Palmisano spoke about potential locations for launch of the Pilot Parklet Program and collaboration with Caltrans on the program.

Public Works & Utilities Director Palmisano and City Manager Huffaker answered questions from Mayor Pro Tempore Coffman-Gomez regarding impact the Parklet Program would have on traffic, distribution of grant funding for interested parties, potential for use of parking lots for parklets, and potential challenges the homeless population would bring for parklets.

Public Works & Utilities Director Palmisano answered questions from Member Estrada regarding hire of locals for building of parklets, use of local artists for decoration of parklets, and pedestrian safety concerns stemming from parklets.

Member Parker stated her concerns regarding safety for public utilizing parklets. In answering Member Parker, Public Works & Utilities Director Palmisano spoke about potential use of parking lots for parklets.

In answering Mayor Garcia, Public Works & Utilities Director Palmisano spoke about criteria that would be used to identify participants in the Pilot Parklet Program.

3) Public Hearing

Mayor Garcia opened the public hearing.

Ray Cancino, Community Bridges Chief Executive Officer, spoke about interest in participating in the Pilot Parklet Program and collaborating with the City.

Steve Trujillo spoke about the benefit of well-kept and maintained parklets.

Eli spoke in support of staff recommendation. She asked if parklets would be available to the public despite businesses nearby being closed.

After checking if anyone in the teleconference wanted to speak on the matter, hearing none, Mayor García closed the public hearing.

4) MOTION: It was moved by Member Gonzalez, seconded by Member Hernandez to introduce the ordinance and approve the resolution listed below:

5) City Council Deliberation on Motion

In answering Member Gonzalez, Public Works & Utilities Director Palmisano stated parklets would be for public use.

Public Works & Utilities Director Palmisano, in answering Mayor Pro Tempore Coffman-Gomez stated parklets would be allowed on public parking lots and would not affect parking requirements for businesses. He added the pilot program would last one year.

MOTION: The above motion carried by the following vote:

AYES: MEMBERS: Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García

NOES: MEMBERS: None

ABSENT: MEMBERS: None

6) ORDINANCE INTRODUCTION ADDING CHAPTER 19 (PARKLETS) TO TITLE 7 (PUBLIC WORKS) OF WATSONVILLE MUNICIPAL TO ALLOW FOR PARKLETS WITHIN THE PUBLIC RIGHT OF WAY

7) RESOLUTION NO. 207-20 (CM):

RESOLUTION ESTABLISHING & ADOPTING PILOT PARKLET PROGRAM TO PROVIDE MORE PEDESTRIAN FRIENDLY OUTDOOR SPACES IN COMMERCIAL OR BUSINESS AREAS; & DIRECTING STAFF TO SET-UP UP TO TWO CITY-SPONSORED PILOT LOCATIONS

9.C. CONSIDER MODIFICATION (APP #601) OF SPECIAL USE PERMIT WITH DESIGN REVIEW (PP2016-52) TO REDUCE TOTAL NUMBER OF PARKING SPACES FROM 133

TO 132 TO ACCOMMODATE ACCESSIBLE PARKING SPACES & ALLOW CONSTRUCTION OF 49 TOWNHOMES LOCATED AT 221 AIRPORT BOULEVARD

1) Staff Report

The report was given by Principal Planner Meek.

2) City Council Clarifying & Technical Questions

In answering Member Parker, Principal Planner Meek explained why the project changes were considered major.

Principal Planner Meek answered questions from Mayor Pro Tempore Coffman-Gomez regarding reason for request by the developer for reduction of a parking space.

In answering Member Gonzalez, Principal Planner Meek spoke about parking standards and initial project approval.

3) Public Hearing

Mayor Garcia opened the public hearing.

Dr. Nancy A. Bilicich stated reduction of a parking space did not merit a public hearing.

After checking if anyone in the teleconference wanted to speak on the matter, hearing none, Mayor García closed the public hearing.

4) MOTION: It was moved by Mayor Pro Tempore Coffman-Gomez, seconded by Member Hernandez to approve the resolution below.

5) City Council Deliberation on Motion

Member Hurst, Mayor Pro Tempore Coffman-Gomez, and Member Hernandez spoke about the importance of adequate parking.

Member Hernandez asked staff to consider items of this magnitude at the administrative level.

MOTION: The above motion carried by the following vote:

AYES: MEMBERS: Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García

NOES: MEMBERS: None

ABSENT: MEMBERS: None

6) RESOLUTION NO. 208-20 (CM):

RESOLUTION APPROVING MODIFICATION (APP #601) OF SPECIAL USE PERMIT WITH DESIGN REVIEW (PP2016-52) TO REDUCE TOTAL NUMBER OF PARKING SPACES FROM 133 TO 132 TO ACCOMMODATE ACCESSIBLE PARKING SPACES & ALLOW CONSTRUCTION OF 49 TOWNHOMES (48 NEW TOWNHOME UNITS & RELOCATE & REHABILITATE THE EXISTING ROACHE SCHOOL BUILDING INTO A RESIDENTIAL UNIT) ON A 2.65± ACRE SITE LOCATED AT 221 AIRPORT BOULEVARD (APN: 015-371-01)

10. EMERGENCY ITEMS ADDED TO AGENDA

11. REQUESTS & SCHEDULING FUTURE AGENDA ITEMS

Member Estrada requested a report regarding enforcement of traffic laws and speeding. Member Hernandez asked that ~~for~~a traffic engineer ~~to~~participate in the report.

Mayor Pro Tempore Coffman-Gomez asked for enforcement on illegal modifications to vehicles. She asked for an update on the Atkinson Lane Housing Project and a general update from the County. She also asked for an update on the Emergency Services study that would be conducted as part of approval of Measure Y.

12. ADJOURNMENT

The meeting adjourned at 10:15 p.m.

Rebecca J. García, Mayor

ATTEST:

Beatriz Vázquez Flores, City Clerk

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**City of Watsonville
City Clerk's Office**

M E M O R A N D U M



DATE: **December 2, 2020**

TO: **City Council**

FROM: **Beatriz Vázquez Flores, City Clerk** *Beatriz V. Flores*

SUBJECT: **Affirmation of Local Appointments List for Commissions, Boards, and Committees**

AGENDA ITEM: **December 8, 2020** **City Council**

RECOMMENDATION:

Staff recommends that the City Council approve a motion affirming the Local Appointments List and directing the City Clerk to post it on the City's Website and the Public Notices Board located outside the Watsonville Public Library, as required by State Law, Government Code Section 54973.

DISCUSSION:

In accordance with California Government Code Section 54972, each legislative body must prepare and post before December 31 of each year, a list of all appointments to boards, commissions, and committees that are appointed by the Council.

The State Legislature found that there was a vast and largely untapped reservoir of talent existing among the citizens of the State of California and that they were not aware of the many opportunities, which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees. In accordance with Government Code Section 54972, the list must include the following information:

- The appointive terms, which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires, and the necessary qualifications for the position.
- All boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

After the City Council takes action to affirm the list, the City Clerk will post it on the City's Website at <https://www.cityofwatsonville.org/182/Boards-Commissions> and on the public notices board outside the Watsonville Public Library for the months of December 2020 and January 2021.

ALTERNATIVES:

None.

FINANCIAL IMPACT:

None

ATTACHMENTS:

1. Local Appointments List
2. Government Code Sections 54970-54974

cc: City Attorney



City of Watsonville

"A Community of Opportunities"

LOCAL APPOINTMENTS LIST 2020 BOARDS/COMMISSIONS VACANCIES FOR 2021

Library Board

<u>DISTRICT</u>	<u>MEMBERS</u>	<u>APPT. DATE</u>	<u>EXP. DATE*</u>
No. 1	Blanca Baltazar-Sabbah	06/2019	12/2020
No. 2	Diane Muñoz	03/2017	12/2020
No. 3	Vacant		12/2022
No. 6	Barbara Corrigan	01/2017	12/2020

QUALIFICATIONS: In order to be eligible for appointment to any board or commission, a person shall be a qualified registered elector of the City (Section 900 of the Charter of the City of Watsonville).

Parks & Recreation Commission

<u>DISTRICT</u>	<u>MEMBERS</u>	<u>APPT. DATE</u>	<u>EXP. DATE*</u>
No.1	Ana V. Hurtado	01/2017	12/2020
No. 2	Paul De Worken	03/2019	12/2020
No. 6	Frank Barba	08/2020	12/2020

QUALIFICATIONS: In order to be eligible for appointment to any board or commission, a person shall be a qualified registered elector of the City (Section 900 of the Charter of the City of Watsonville).

Personnel Commission

<u>DISTRICT</u>	<u>MEMBERS</u>	<u>APPT. DATE</u>	<u>EXP. DATE*</u>
No. 1	Vacant		12/2020
No. 2	Raquel Mariscal	02/2017	12/2020
No. 3	Eduardo Montesino	01/2019	12/2022*
No. 6	Casey Kraig Clark	07/2018	12/2020

***Elected to City Council**

QUALIFICATIONS: In order to be eligible for appointment to any board or commission, a person shall be a qualified registered elector of the City (Section 900 of the Charter of the City of Watsonville).

Planning Commission

<u>DISTRICT</u>	<u>MEMBERS</u>	<u>APPT. DATE</u>	<u>EXP. DATE*</u>
No. 1	Jenny T. Sarmiento	1/2017	12/2020
No. 2	Gina Cole	09/2020	12/2020
No. 6	Matthew H. Jones	01/2017	12/2020

QUALIFICATIONS: In order to be eligible for appointment to any board or commission, a person shall be a qualified registered elector of the City (Section 900 of the Charter of the City of Watsonville).

Santa Cruz County Flood Control & Water Conservation District, Zone 7-

<u>DISTRICT</u>	<u>MEMBERS</u>	<u>APPT. DATE</u>	<u>EXP. DATE*</u>
No. 4 (SCRZ Co.)	Vacant		



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GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607] (*Title 5 added by Stats. 1949, Ch. 81.*)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821] (*Division 2 added by Stats. 1949, Ch. 81.*)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7] (*Part 1 added by Stats. 1949, Ch. 81.*)

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 11. Local Appointments List [54970 - 54974] (*Heading of Chapter 11 amended by Stats. 1991, Ch. 669, Sec. 5.*)

54970. (a) The Legislature finds and declares that a vast and largely untapped reservoir of talent exists among the citizenry of the State of California, and that rich and varied segments of this great human resource are, all too frequently, not aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees.

(b) The Legislature further finds and declares that the general public of this state has traditionally been denied access to information regarding vacancies which occur on such boards, commissions, and committees, thereby denying most citizens and interest groups the opportunity to nominate for consideration by the respective appointive powers persons whose particular strengths, backgrounds, experience, perspective, and talents might contribute significantly to efficient and representative policy development and administration in local government.

(c) The Legislature further finds and declares that the respective local appointive powers have been denied access to a talent resource hitherto untapped.

(d) The Legislature further finds and declares that all citizens of the state, regardless of their place of residence should have equal access to specific and current information about the many local regulating and advisory boards, commissions, and committees and equal opportunity to be informed of vacancies which shall occur thereon, so that they may pursue the opportunity to participate in and contribute to the operations of local government by serving on such boards, commissions, and committees.

(e) It is therefore the intent of the Legislature that this chapter shall apply to all cities and all counties throughout California, including charter cities and charter counties.

(Added by Stats. 1976, Ch. 238.)

54971. As used in this chapter:

(a) "Legislative body" means the board of supervisors or its chairman in the case of the county, or the city council or the mayor in the case of a city.

(b) "Local agency" means a county or city, whether chartered or general law.

(Added by Stats. 1976, Ch. 238.)

54972. On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information:

(a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

(b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

(Amended by Stats. 1991, Ch. 669, Sec. 6.)

54973. The Local Appointments List shall be made available to members of the public for a reasonable fee which shall not exceed actual cost. The legislative body shall either post a copy of the list on its Internet Web site or designate the public library with the largest service population within its jurisdiction to receive a copy of the list.

(Amended by Stats. 2017, Ch. 387, Sec. 13. (SB 205) Effective January 1, 2018.)

54974. (a) Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office.

(b) Notwithstanding subdivision (a), the legislative body may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(Amended by Stats. 2017, Ch. 387, Sec. 14. (SB 205) Effective January 1, 2018.)

**City of Watsonville
Public Works and Utilities**

M E M O R A N D U M



DATE: December 2, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director of Public Works & Utilities
Beau Kayser, Water Utility Operations Supervisor
Danielle Green, Principal Engineer

SUBJECT: Approval of Bid Award for the Construction of the Corralitos Filter Plant Roof Replacement, Project No. WA-20-14348, to Top Line Engineers, Inc. in the amount of \$611,500 from the Water Utility Enterprise Fund

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the Council adopt a resolution to award the lowest responsive bidder, Top Line Engineers, Inc., the contract for construction of the Corralitos Filter Plant Roof Replacement, Project No. WA-20-14348, in the amount of \$611,500 from the Water Utility Enterprise Fund.

DISCUSSION:

The City owns and operates the Water Filtration Plant located on Eureka Canyon Road in Corralitos. The concrete sand filtration plant was constructed in 1930, and the wood plank roof was last replaced 34 years ago. The roof is splintering, cracking, and warped and has reached the end of its useful life.

The roof replacement is necessary to provide a safe surface for Water Operations staff to access and maintain the sand filters. The engineer's estimate for Construction of the Corralitos Filter Plant Roof Replacement was \$567,000. The bid form also included an optional add alternate to replace the adjacent Sedimentation Basin roof as well. Bids were opened on November 20, 2020 at 11:00AM. The following bid responses were received:

Contractor	Total Base Bid	Add Alternate
Top Line Engineers, Inc.	\$611,500	\$319,950
Stronger Building Services	\$789,000	\$400,000

The lowest, responsive bidder was determined solely on the Base Bid. Staff therefore recommends that the Base Bid but not the Add Alternate bid items be awarded to Top Line Engineers, Inc. in the amount of \$611,500.

Top Line Engineers, Inc. is a California corporation in good standing. According to the California State Contractor's License Board, Top Line holds current and active license contractor's number 1000389 for A – General Engineering Contractor, B – General Building Contractor, C-2 – Insulation and acoustical and C33 – Painting and contracting.

STRATEGIC PLAN:

This project is consistent with Goal 3: Infrastructure and Environment, including implementation of a Long-Range Capital Improvement Plan to maintain and replace aging facilities.

FINANCIAL IMPACT:

The currently approved budget for this project is \$150,000, which was an initial estimate rolled over from previous year's budgets. Now that the scope was clearly defined through the process of detailed design, the remaining balance of \$461,500 will need to be reallocated within the Water Utility Enterprise Fund to Budget Item 720-913-7813-14348, from Budget Item 720-913-7855-14826 which has available funds that will not be used this fiscal year.

ALTERNATIVES:

Council could choose to not approve this project, and the existing wood roof will continue to deteriorate.

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING \$611,500 BID TO TOP LINE ENGINEERS, INC., A CORPORATION, FOR THE CORRALITOS SAND FILTER STRUCTURE ROOF REPLACEMENT PROJECT, NO. WA-20-14348 (\$611,500 WILL BE FUNDED FROM THE WATER ENTERPRISE FUND)

WHEREAS, Resolution No. 185-20 (CM) adopted by the City Council of the City of Watsonville on October 27, 2020, approved plans and specifications and authorized calling for bids for the construction of the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348; and

WHEREAS, the bids received for the construction of the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348, were opened in the "Old City Council Chambers", City Hall, 250 Main Street, Watsonville, California, on Friday, November 20, 2020, at 11:00 A.M., and later tabulated by the Purchasing Officer for the consideration of the City Manager and submission to the City Council; and

WHEREAS, the City Manager has recommended that the bid from Top Line Engineers, Inc., a corporation, [Contractor License #1000389], for the construction of the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348, in the amount of \$611,500, be accepted as the low responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the bid of Top Line Engineers, Inc., a corporation, for the construction of the Corralitos Sand Filter Structure Roof Replacement Project, No. WA-20-14348, in the amount of \$611,500 be accepted, and the execution of a contract by the City Manager is hereby authorized.
2. That all other bids are hereby rejected.

**City of Watsonville
Public Works and Utilities Department**



M E M O R A N D U M

DATE: **November 30, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works
Danielle Green, Principal Engineer**

SUBJECT: **Approval of Bid Award for the Madison Alley Sanitary Sewer Replacement, Project No. SS-20-02 to K. J. Woods Construction Inc. in the amount of \$188,000.00 from the Sewer Enterprise Fund**

AGENDA ITEM: **December 8, 2020**

City Council

RECOMMENDATION:

Staff recommends that the Council adopt a resolution to award the lowest responsive bidder, K. J. Woods Construction, Inc., the contract for construction of the Madison Alley Sanitary Sewer Replacement Project, No. SS-20-02 in the amount of \$188,000 from the Sewer Enterprise Fund.

DISCUSSION:

This sewer replacement project consists of the removal and replacement of 580 lineal feet of sewer in the alley parallel to Madison Avenue near East Fifth Street. The existing 6-inch vitrified clay sewer pipe is separating and has a number of cracks and breakages having reached the end of its useful life.

The existing vitrified clay sewer pipe will be replaced with 8-inch PVC pipe to meet current City Standards. The project includes the replacement of two manholes that serve this line, adjustment of the pipe slope for better flow characteristics, and also the reconnection of the sewer laterals serving each parcel connected to the line.

The engineers estimate for the project was \$223,500. Bids were opened on November 5, 2020 at 2:00PM. The following responses were received:

Contractor	Total Bid
K. J. Woods Construction, Inc.	\$188,000.00
Top Tier Grading, LLC	\$206,206.00
Pacific Underground Construction, Inc.	\$226,900.00
Don Chapin Company	\$236,440.00
ECast Engineering, Inc.	\$236,755.00
Norgo Engineering, Inc.	\$256,339.00
Basset Engineering	\$268,360.26
F.D. Underground	\$269,150.00

According to the Contractor's State License Board, K. J. Woods, Inc. holds license number 701797 for both a Class A General Engineering Contractor and a Class B-1 General Building Contractor. Woods is also the lowest, responsive bidder. Staff therefore recommends that the Madison Alley Sewer Replacement contract be award to K. J. Woods in the amount of \$188,000.00.

STRATEGIC PLAN:

The project is consistent with the Strategic Plan Priority 3 – Infrastructure & Environment, Long-range Capital Improvement Plan focus to replace aging facilities.

FINANCIAL IMPACT:

This project is currently identified in the approved Fiscal Year 20/21 budget (710-911-14620) in the Sewer Enterprise Fund.

ALTERNATIVES:

None

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING \$188,000 BID TO K. J. WOODS CONSTRUCTION, INC., A CORPORATION, FOR THE MADISON ALLEY SANITARY SEWER REPLACEMENT, PROJECT NO. SS-20-02 (\$188,000 WILL BE FUNDED FROM THE SEWER ENTERPRISE FUND)

WHEREAS, Resolution No. 63-20 (CM) adopted by the City Council of the City of Watsonville on May 26, 2020, approved plans and specifications and authorized calling for bids for construction of Madison Alley Sanitary Sewer Replacement, Project No. SS-20-02; and

WHEREAS, the bids received for construction of Madison Alley Sanitary Sewer Replacement, Project No. SS-20-02, were opened in the "Old City Council Chambers", City Hall, 250 Main Street, Watsonville, California, on Thursday, November 5, 2020, at 2:00 P.M., and later tabulated by the Purchasing Officer for the consideration of the City Manager and submission to the City Council; and

WHEREAS, the City Manager has recommended that the bid from K. J. Woods Construction, Inc., a corporation, [Contractor License #701797], for the construction of Madison Alley Sanitary Sewer Replacement, Project No. SS-20-02, in the amount of \$188,000, be accepted as the low responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the bid of K. J. Woods Construction, Inc., a corporation, for the construction of Madison Alley Sanitary Sewer Replacement, Project No. SS-20-02, in the amount of \$188,000 be accepted, and the execution of a contract by the City Manager is hereby authorized.
2. That all other bids are hereby rejected.

**City of Watsonville
Parks and Community Services**

M E M O R A N D U M



DATE: November 20, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Imelda Negrete, Recreation Superintendent
Nick Calubaquib, Director of Parks and Community Services

SUBJECT: Resolution Approving the Award of a Two-Year Agreement with
Jose Perez, an individual, dba Unified Building Maintenance, for the
Provision of Janitorial Services in an amount not to exceed
\$415,000

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the Council approve the award of a two-year contract for janitorial services for City recreation facilities to Jose Perez, an individual, dba Unified Building Maintenance, in an amount not to exceed \$415,000 and authorize the City Manager to sign the contract.

DISCUSSION:

On September 4, 2020, a request for proposals for janitorial services for City facilities was released. The scope of work included janitorial services for recreation centers, as needed event clean up services (cleaning services following facility rentals) and quarterly and annual cleaning services (includes services such as pressure washing and deep kitchen cleaning). Recreation facilities were divided into four groups that could be bid separately. The following were the bid results for monthly services:

Facility (costs per month)	Ernesto's Cleaning Services	Unified Building Maintenance
Group 1		
Callaghan Cultural Center	\$1,980	\$1,475
Ramsay Park Family Center	\$1,980	\$2,065
Police Activities League, Site #1 (Rodriguez)* service for 2x/week	\$340	\$625

Total Group 1	\$4,300	\$4,165
GHWR Youth Center	\$2,640	\$2,785
Marinovich Community Center	\$1,980	\$1,255
Police Activities League, Site #2 (Davis)* service for 2x/week	\$340	\$625
Watsonville Senior Center	\$1,980	\$1,375
Total Group 2	\$6,940	\$6,040
Group 3: Veteran's Memorial Building	\$2,840	\$2,475
Group 4: Watsonville Public Library	<i>Did not submit bid</i>	\$3,150
Additional Services		
Event Clean up		
Small Sized Rooms	\$300	\$300
Medium Sized Rooms	\$400	\$360
Large Sized Rooms	\$550	\$425
Hourly Rate	\$30	\$35
Bid Alternates		
Quarterly Services	<i>Did not submit bid</i>	\$1,245
Annual Services	<i>Did not submit bid</i>	\$2,800

Unified Building Maintenance was selected for Groups 1 and 2 and for the Additional Services as they received a higher score through the selection process, based on interviews, references and lowest bids for services requested. Ernesto's Cleaning Services did not submit proposals for Group 4 (Watsonville Public Library) or the bid alternates (quarterly and annual services).

The proposed rates are higher than current rates, largely due to COVID-19 sanitation and cleaning procedures. In addition, Unified Building Maintenance will be contracted to provide event cleanup services to be scheduled following facility rentals. In prior years, individuals and organizations that rented recreation facilities had the option of cleaning facilities after their use or paying a cleaning fee. To increase sanitation, moving forward, renters will be required to pay a cleaning fee so that facilities can be professionally cleaned after each rental to assure that proper COVID-19 sanitation and cleaning are completed.

It is not recommended that the agreement include Group 3 (Veterans Memorial Building) or Group 4 (Watsonville Public Library) at this time, due to the current use/reduced operating hours for these facilities caused by COVID-19. If and when contract janitorial services are needed for these facilities, staff may return to the Council to seek approval for an amended contract.

STRATEGIC PLAN:

This agreement supports the Council Strategic Plan goal: Infrastructure and Environment by improving and maintaining the City's recreational facilities.

FINANCIAL IMPACT:

The total not to exceed amount for this contract is \$415,000 for this two-year contract, which spans three fiscal years (FY 20-21 through FY 22-23).

Service	FY 20-21	FY 21-22	FY 22-23	TOTAL CONTRACT
Janitorial Services for Rec Facilities	\$69,000	\$138,000	\$69,000	\$276,000
Quarterly and Annual Services	\$5,000	\$8,000	\$2,500	\$15,500
Event Clean Up Services	\$15,000	\$59,000	\$29,500	\$103,500
Emergency Services	\$5,000	\$10,000	\$5,000	\$20,000
TOTAL ANNUAL	\$94,000	\$215,000	\$106,000	\$415,000
Accounts				
150-690-7361	\$87,500	\$168,140	\$82,570	\$338,210
150-691-7361-09042	\$4,000	\$16,500	\$8,250	\$28,750
150-693-7504	\$2,500	\$30,360	\$15,180	\$48,040
TOTAL	\$94,000	\$215,000	\$106,000	\$415,000

Expenses associated with this contract that exceed the current year's allocation (in the amount of \$22,000) are included in the first quarter budget update presented to the Council during its meeting on December 8, 2020.

ALTERNATIVES:

The Council could not approve this contract.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AWARDING A TWO-YEAR CONTRACT TO JOSE PEREZ, AN INDIVIDUAL, DBA UNIFIED BUILDING MAINTENANCE, FOR JANITORIAL SERVICES AT CITY RECREATION FACILITIES, IN AN AMOUNT NOT TO EXCEED \$415,000 FROM FY 20/21 THROUGH FY 22/23, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME (\$415,000 WILL BE SPREAD OVER THREE FISCAL YEARS FUNDED BY THE GENERAL FUND)

WHEREAS, a Request for Proposals (RFP) was issued for janitorial services for City recreation facilities; and

WHEREAS, City staff ranked the proposals received for the consideration of the City Manager and submission to the City Council; and

WHEREAS, the City Manager has recommended that the proposal from Jose Perez, an individual dba Unified Building Maintenance, in an amount not to exceed \$415,000 over three years from FY 20/21 through FY 22/23, be accepted as the best response.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the proposal of Jose Perez, an individual, dba Unified Building Maintenance, in an amount not to exceed \$415,000 over three years from FY 20/21 through FY 22/23, is hereby accepted.

2. That the Contract for Consultant Services between the City of Watsonville and Jose Perez, an individual, dba Unified Building Maintenance, for janitorial services, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

3. Consultant shall file FPPC form 700s and 805s pursuant to section 19 of the Contract.

4. That the City Manager be and is hereby authorized and directed to execute the Contract for and on behalf of the City.

5. That all other proposals are hereby rejected.

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND JOSE PEREZ, AN INDIVIDUAL DBA UNIFIED
BUILDING MAINTENANCE**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Jose Perez, an individual dba Unified Building Maintenance**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from January 2, 2021 to December 31, 2022, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$415,000.00.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY	CONSULTANT
City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040	Jose Perez, an individual dba Unified Building Maintenance 3000 Haas Drive Aptos, CA 95003 (831) 663-4800

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

BY _____

Matthew D. Huffaker, City Manager

CONSULTANT

**JOSE PEREZ, AN INDIVIDUAL dba
UNIFIED BUILDING MAINTENANCE**

DocuSigned by:

BY _____

Jose Perez, Owner

ATTEST:

BY _____

Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____

Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Five Days per week Services for Recreational Centers

Facility	Location	Days of the week
Gene Hoularis & Waldo Rodriguez Youth Center	30 Maple Avenue	M-F evening (after 8 pm)
Ramsay Park Family Center	1301 Main Street	M-F evening (after 9 pm)
Callaghan Cultural Center	225 Sudden Street	M-F evening (after 7 pm)
Marinovich Community Center	120 Second Street	M-F evening (after 7 pm)
Police Activities League Site #1	130 Rodriguez Street	M-F (after 7pm)
Police Activities League Site #2	37 Davis Avenue	M-F (after 7pm)
Veterans Memorial Building	215 E. Beach Street	M-F evening (after 10 pm)
Watsonville Public Library	275 Main Street, Suite 100	M-Sat evening (after 8pm) OR Sun – F (after 8pm)

RESTROOMS

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Mop floors with disinfectant.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

MEETING ROOMS, CLASSROOMS, GYMNASIUM, DANCE ROOMS, KITCHENS & HALLWAYS

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop all hard surfaced floors with fiber mop or approved treatment method.
- e. Spot clean/mop all carpets/floors as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.

- i. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Clean all white boards.
- l. Wipe down all tables and countertops.
- m. Dust all baseboards and sills.
- n. Clean kitchen appliances as needed

2 days/week service (Sun, Wed)

STAFF OFFICE AREAS

- a. Empty wastebaskets and recycle containers as needed, replace plastic liners.
- b. Clean all trash, recycle receptacles, inside, and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.
- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

Once per Week – 5th day of the above listed facility week:

- a. Wet mop all hard surface floors and stairs.
- b. Clean all ground level glass/windows (including glass doors)
- c. Dust, clean and disinfect kitchen sinks and counters

Monthly Services:

- a. Wax and buff all hard surfaced floors.

Semi-annual Services:

- a. Clean all windows inside and out for the entire facility, including upper windows in gym (Youth Center).
- b. Strip hard surfaced floor; apply 2 coats of sealer, 3 coats of finish, and buff between coats.
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Dust and remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc. over 10 feet in height.
- e. Steam clean all carpets.

**MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS
ARE CLEAN AT THE START OF EACH DAY – 7 days/week service**

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. All doors and windows are to be checked, closed and locked securely.
- c. Report graffiti to City representative.
- d. Clean drinking fountains.
- e. Collect cardboard, flatten and place in recycle bins.

- f. Report location of all burnt out light bulbs to City representative.
- g. Spray buff floors in all restrooms
- h. Clean all ground level windows inside and out.
- i. Dust and/or wash interior walls (floor to ceiling) removing dust and debris.
- j. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, cabinets, crevices, counters, desks and open spaces.
- k. Apply tile cleaner/approved cleaner on restroom walls and tile surfaces.
- l. Remove all entry mats and clean pat down to remove dirt.
- m. Dust exterior of ceiling level vents.
- n. Remove, clean and replace all light fixtures lower than 10 feet in height.
- o. Wipe down all door hinges.

ADDITIONAL SERVICES

As Needed Event Clean Up (Per Service)

Services will be scheduled on an as needed basis (events typically occur Friday and/or Saturday night), following events held at the following locations.

- Small Sized Rooms (Callaghan, Marinovich)
- Medium Sized Rooms (Ramsay, Community Room, Senior Center, Youth Center Gymnasium)
- Large Sized Rooms (Vets Gymnasium)

SCOPE OF WORK FOR ALL LOCATIONS LISTED ABOVE:

MEETING ROOMS, CLASSROOMS, GYMNASIUM, DANCE ROOM, HALLWAYS AND RESTROOMS

Perform regular cleaning service as outlined under "Five Days per Week Services."

KITCHEN

- a. Empty wastebaskets and trash containers; replace plastic liners.
- b. Clean all trash and recycle receptacles, inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floors with approved cleaners.
- d. Clean and wipe down cabinets, and countertops.
- e. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- f. Clean all counters and appliances (stovetop, oven front, refrigerators, etc.) with approved cleaners.
- g. Spot clean walls and windows with approved cleaner.
- h. Clean door handles with approved cleaner.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

1. Hourly Rate

Hourly rate to provide general janitorial services

QUARTERLY SERVICES

- a. Pressure wash all front entrances

ANNUAL SERVICES

- a. Deep clean of the kitchens at the Veterans Memorial Building, Senior Center and Ramsay Park Family Center.
 - 1. Clean and degrease all stainless steel (except hood vents), all walls, doors/door frames, all ceiling tiles, t-bar grids, light covers and fixtures, air vents, floor drains.
 - 2. Sweep and mop all floors
 - 3. Clean inside ovens
 - 4. Clean Stove tops

JANITORIAL STANDARDS The contractor shall furnish all labor, materials, tools, cleaning supplies, services and special skills necessary for the provision of complete top quality janitorial services from beginning to end of the contract. The work shall include all tasks needed to maintain the facilities, their furnishings and fixtures in sanitary condition and having an overall appearance of cleanliness and neatness.

- a. Facility surfaces and fixtures shall be free of dust, streaks, smudges and cobwebs. Tools such as feather dusters, which merely displace or redistribute dust, shall not be used unless treated to attract and hold the dust particles. All items moved to accomplish the task shall be returned to their original positions.
- b. Surfaces surrounding the entrance area shall be free of dirt, dust, fingerprints and have a clean appearance. Glass shall be free of streaks, smudges, fingerprints, etc.
- c. All walls should be spot cleaned to include removal of fingerprints and marks.
- d. Entrance mats shall be cleaned so that there is no dirt left on surfaces or on the floor underneath.
- e. Blinds shall be free of dust and give an overall clean appearance
- f. Furniture surfaces including tables and chairs shall be free of dirt, dust, debris, marks and film.
- g. Chrome and metal surfaces shall present a clean uniform shining appearance free of all soil, marks, smudges and streaks
- h. Disinfected surfaces shall be free of material containing living bacteria, viruses, or other contamination capable of causing infections.
- i. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges and streaks and will have an adequate supply of the applicable dispensed products.
- j. Restroom, kitchen and fountain fixtures shall be disinfected and there will be no dust, dirt, spots or debris on the fixtures.
- k. Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film or any other foreign substances. All excess spray solution must be removed from any surrounding trim or surfaces. Glass must have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.
- l. Areas shall be policed to remove paper, trash, empty bottles, containers, any other discarded materials, cleaning spills, wet/muddy footprints. Policed areas shall be free of debris and present an overall clean, neat appearance.
- m. Trash and recycle receptacles shall be considered properly clean when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
- n. Restrooms shall be considered properly cleaned when the floors are mopped

and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls and doors are cleaned with an odorless germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.

- o. Urinal cartridges need to be changed as needed when not draining properly.
- p. All trash/waste and soiled liners shall be removed from all trash/waste containers when and a new plastic liner fitted into the containers.
- q. Shower walls, ceilings, enclosures, grout and fixtures shall be cleaned with a germicidal solution and chrome/stainless steel buffed to a shine. There shall be no mold or odor remaining. Shower curtains shall be washed with a germicidal solution with no mold or odor remaining. Shower safety mats shall be considered properly cleaned when they are washed with a germicidal solution.
- r. Carpet spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area to its pre-soiled condition without leaving rings or discoloration.
- s. Sweeping or dust mopping shall remove all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original locations.
- t. Damp mopped floors shall be free of all dirt, debris, soil, liquids or other foreign material. All splash marks and spots on walls/furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish the task shall be returned to their original positions. Mop and mop bucket needs to be rinsed after each use.
- u. Vacuuming shall remove all dust, dirt, lint and any other loose material. All items moved during this process shall be returned to their original positions.
- v. A floor that has been wet mopped or scrubbed with a mechanical scrubber shall be free of all dirt, debris, soil, liquid, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can reasonably be removed using these methods. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the task. All items moved during this process shall be returned to their original positions. Floor scrubbing shall not remove floor finish.
- w. Concrete and linoleum floors shall be resealed to maintain a uniform shiny surface.
- x. Day Porters on duty at any facility shall be available to respond within twenty minutes to any of the contract locations to cleanup reported problems such as spills or accidents.
- y. Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.

OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will regularly inspect the Contractor's work and rate it according to the maintenance standards stated in this RFP. Contractor shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet

"standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for janitorial services as described in this document and per the maintenance standards stated in this RFP. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in and one hundred dollars (\$100) deduction from their monthly payment.

The first time a site fails to meet City Standards per the weekly inspections, the Contractor will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Contractor to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Contractor will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Contractor will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.

3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

There will be a financial impact to the Contractor if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. All floors should be completely dry by the opening of facilities each day. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

FINGERPRINTING AND BACKGROUND CHECKS All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Contractor is responsible for maintaining and updating background check information for their employees. The Contractor will be charged for each employee's background check.

EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Coordinator or designated staff to report the issue immediately (24-hours/day).

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

January 2, 2021 – December 31, 2022.

Janitorial services will be suspended if facilities are closed due to COVID-19.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$415,000.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

Location	Monthly Amount
<i>Group 1</i>	
Callaghan Cultural Center	\$1,475
Ramsay Park Family Center	\$2,065
Police Activities League, Site #1 (Rodriguez)	\$1,265
Ramsay Park Family Center (7 days/wk)	\$2,965
<i>Group 2</i>	
GHWR Youth Center	\$2,785
Marinovich Community Center	\$1,255
Police Activities League, Site #2 (Davis)	\$1,265
Watsonville Senior Center	\$1,375
<i>Group 3</i>	
Veteran's Memorial Building*	\$2,475
<i>*Not contracting for these services at this time</i>	
<i>Group 4</i>	
Watsonville Public Library*	\$3,150
<i>*Not contracting for these services at this time</i>	
<i>Additional Services</i>	
Event Clean Up	<ul style="list-style-type: none">• Small Sized Room (Callaghan, Marinovich): \$300• Medium Sized Room (Ramsay, Watsonville Senior Center): \$360• Large Sized Rooms (Vets Gymnasium): \$425
Hourly Rate	\$35 per hour
Quarterly Services	\$1,245 per occurrence
Annual Services	\$2,800 per occurrence

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**City of Watsonville
Public Works and Utilities Department**

M E M O R A N D U M



DATE: December 3, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Public Works & Utilities Director
Beau Kayser, Water Division Manager

SUBJECT: Blanket Purchase Order with Iconix Waterworks (US), Inc. for Water Infrastructure Replacement Materials in an amount not to exceed \$500,000 per year for three calendar years from the Water Enterprise Fund

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the establishment of a blanket purchase order with ICONIX Waterworks (US) Inc. in an amount not to exceed \$500,000 each year (beginning in 2021) for the next three calendar years, for water infrastructure replacement materials.

DISCUSSION:

The Water Services Division is responsible for the construction and maintenance of the City's water distribution system as well as meeting the needs of any Public Works related projects. This responsibility includes water main replacement projects, with an annual goal of two miles of water line replacement, as well as repairing many unplanned disruptions, and completing preventive maintenance of the system.

To complete these projects, staff has recently requested quotes for 37 commonly used parts and supplies. This comparison covered water distribution related materials and apparatuses required for construction, replacement and repair of the water distribution system.

Quotes came in as follows:

Contractor	Quote Amount For a Current project	Estimated Annual Cost
ICONIX Waterworks (US) Inc.	\$105,986.24	\$462,000
Ferguson	\$125,941.81	\$550,000
R & B Company	Did not reply	N/A

The purchase order requested with Iconix is for purchase is for such items as (valves, elbows, couplings, hydrants, etc.) needed to assemble the specialty pipes that are being provided thru the Electrosteel purchase order currently in place. The quotes received are on a per item basis for the 37 types of items that the Water Services Utility Enterprise orders each year for maintenance and enhancement of the water system infrastructure. Based on quantities purchased for recent projects, materials required for an average 1-mile project cost about \$232,000. Staff estimates the cost for services to be approximately \$500,000 per year to meet a goal of two miles per year of water line replacement, as well as materials needed to maintain the miscellaneous water related projects of the distribution system.

Staff recommends a blanket purchase order to be established with ICONIX Waterworks (US) Inc. as the successful vendor selected after quotes for pricing of materials was obtained.

STRATEGIC PLAN:

This project is consistent with Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:

Funds for these services will be paid out of the Water Enterprise Fund and are included in the adopted budget.

ALTERNATIVES:

City Council could choose to not award the contract.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING THE PURCHASE ORDER WITH ICONIX WATERWORKS (US) INC., A CORPORATION, IN AN AMOUNT NOT TO EXCEED \$500,000 PER YEAR FOR THREE (3) CALENDAR YEARS BEGINNING JANUARY 1, 2021 THROUGH DECEMBER 31, 2023 FOR THE PURCHASE OF WATER INFRASTRUCTURE REPLACEMENT MATERIALS

WHEREAS, competitive bidding requirements for supplies estimated to be more than \$100,000 are set forth in Article 4 of Chapter 5 of Title 3 of the Watsonville Municipal Code; and

WHEREAS, Article 4 of Chapter 5 of Title 3 requires purchases of supplies estimated to be more than \$100,000.00 to be purchased by written contract with the lowest responsible, responsive bidder; and

WHEREAS, this proposed purchase for various appurtenances such as valves, elbows, couplings, hydrants, etc. has been competitively bid in compliance with Article 4 of Chapter 5 of Title 3; and

WHEREAS, Iconix Waterworks (US) Inc., a corporation, is the lowest responsible, responsive bidder; and

WHEREAS, staff recommends approval for the purchase of water infrastructure replacement materials from Iconix Waterworks (US) Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the City Council hereby approves the purchase order with Iconix Waterworks (US) Inc., a corporation, in an amount not to exceed \$500,000 each year for three (3)

calendar years beginning January 1, 2021 through December 31, 2023 for the purchase of water infrastructure replacement materials.

**City of Watsonville
Public Works and Utilities Department**

M E M O R A N D U M



DATE: December 2, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Public Works & Utilities Director
Beau Kayser, Water Division Manager

SUBJECT: Increase to the existing blanket Purchase Order for Granite Rock Company. The amount will cover supplies and materials through December 31, 2020 in an amount not-to-exceed \$300,000 from the Water Enterprise Fund

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

It is recommended that the Council approve the addition of funds to the existing blanket purchase order for Granite Rock Company in the amount of \$300,000 through the calendar year ending December 31, 2020, from the Water Enterprise Fund.

DISCUSSION:

The City's Water Main Replacement Master Plan has been an increasingly important plan in recent years. With an aging water system, the City's Water Services Division has focused most of its efforts on renewing the City's water mains based on a prioritized list of projects. With 177 miles of pipeline to maintain, it is the Division's goal to replace 2 miles per year. In order to reach this goal, it is imperative to have supportive vendors that can supply specific building materials as well as other contracted services to work in conjunction with our staff.

Due to unexpected emergency water main replacements, the rising costs of construction material and an unforeseen amount of additional infrastructure repairs, the funds in this contract have been depleted.

Based on the year to date expenditure, staff is requesting an appropriation of \$300,000 in additional funds to allow the Water Services Division to complete the anticipated water main replacement projects and repairs.

There are four main factors that City staff has chosen Granite Rock Company for sole sourcing of building materials and other contracted services: lowest cost, close proximity, reliability, and established professional relationship.

The A.R. Wilson Quarry is located only 9 miles from the Municipal Service Center (MSC), which is half the distance of the next closest supplier. This allows staff to quickly haul materials from the quarry to the job site, which reduces freight charges or any other fees associated with trucking of materials.

Granite Rock Company is the largest supplier of building materials within 20 miles, and is also the only supplier that can meet all of the material needs (i.e. aggregate base rock, fill sand, concrete, and asphalt materials) as well as the quality requirements for our construction specifications.

Granite Rock Company has always been prepared with on-hand materials and there has never been a time where City operations were held up by their delivery and services; this keeps City construction jobs as cost-effective as possible. They have also been an incredibly dependable supplier in emergency flooding situations, providing the City with on-call services and materials at all hours. The reliability and professionalism of this company has been unsurpassed.

STRATEGIC PLAN:

This project is consistent with Goal 3: Infrastructure and Environment. Long-Range Capital Improvement Plan.

FINANCIAL IMPACT:

Sufficient funds are available within the Water Enterprise Fund for this open Purchase Order.

ALTERNATIVES:

City Council may decide not to approve this request.

ATTACHMENTS:

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE AUTHORIZING INCREASE TO EXISTING PURCHASE ORDER WITH GRANITE ROCK COMPANY, A CORPORATION, IN AN AMOUNT NOT TO EXCEED \$300,000 ENDING ON DECEMBER 31, 2020, FOR THE PURCHASE OF BUILDING MATERIAL AND SERVICES FOR THE CITY'S WATER MAIN REPLACEMENT PLAN (\$300,000 WILL BE FUNDED BY THE WATER ENTERPRISE FUND)

Amends Resolution No.'s 98-17 (CM) and 142-20 (CM)

WHEREAS, on or about June 27, 2017, Council adopted Resolution No. 98-17 (CM), authorizing the establishment of a blanket purchase order with Granite Rock Company, for three calendar years ending December 31, 2020, for the purchase of construction material and services for the City's Water Main Replacement Plan in an amount not to exceed \$450,000 each calendar year; and

WHEREAS, on or about August 25, 2020, Council adopted Resolution No. 142-20 (CM) authorizing an increase of \$225,000, in the contract amount due to unexpected emergency water main replacements, the rising costs of construction material and an unforeseen amount of infrastructure repairs; and

WHEREAS, based on the year to date expenditure, staff is requesting an increase of \$300,000 in the contract amount to allow the City's Water Services Division to complete the anticipated water main replacement projects and repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the City Council hereby authorizes the increase to existing purchase order with Granite Rock Company, a corporation, in an amount not to exceed \$300,000 ending

December 31, 2020 for construction material and services for the City's Water Main Replacement Plan.

**City of Watsonville
Public Works and Utilities**

M E M O R A N D U M



DATE: December 2, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director Public Works & Utilities
Ryan Smith, Wastewater Division Manager

SUBJECT: Authorization for a sole-source purchase of two Trickling Filter Drives from WesTech Engineering, Inc in the amount of \$171,500 to be paid from the Sewer Enterprise Fund

AGENDA ITEM: December 8, 2020 **City Council**

RECOMMENDATION:

Staff recommends that the Council adopt a resolution authorizing the sole-source purchase of two BioDoc™ Rotational Speed Control trickling filter drives from WesTech Engineering, Inc. in the amount of \$171,500 to be paid by the Wastewater Utility Fund budget account.

DISCUSSION:

There are two trickling filters at the Wastewater Treatment Facility (WWTF). Two rotating trickling filter arms are necessary to maintain operational stability and compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit. The two trickling filter arms furnish waste water to the trickling filters. Operators at the WWTF are not currently able to control the rotational speed of the two trickling filter distributor arms.

WWTF staff, with engineering consultants, have been evaluating ways to optimize the various wastewater treatment processes at the WWTF in order to improve reliability, performance, and save energy. One of the recommendations from the evaluation is to purchase and install motors and gears that will precisely control the speed at which the two arms rotate.

Having control of the speed will improve treatment plant performance in two ways:

1. Optimize treatment facility performance and energy demand
2. Control excess biological growth on the filter media

The Municipal Code requires non-exempt purchases over \$100,000 of property, parts, supplies or maintenance must be competitively bid¹. Staff believes this purchase is exempt from competitive bidding under subdivision (c) of Section of WMC section 3-5.210² as a sole source purchase since they are only available from one source.

The two rotating trickling arms are manufactured by a company called WesTech. Staff solicited a quote from one vendor, MISCO water, which is the sole vendor for WesTech equipment and parts in our area, and is charged with the responsibility for all related support on WesTech equipment and projects, including the equipment at the City's WWTF. Therefore, this procurement will need to be sole-sourced rather than competitively bid.

STRATEGIC PLAN:

The project is consistent with the Strategic Plan Priority 3 – Infrastructure & Environment.

FINANCIAL IMPACT:

Funds for this purchase are available in account 710-530-14328 WWTP Infrastructure Repair/Replacement.

ALTERNATIVES:

Council could choose to not approve this purchase and the wastewater treatment facility will continue to operate as it currently is.

ATTACHMENTS:

- 1) WesTech Engineering, Inc. proposal including sole-source statement and product information.

cc: City Attorney

¹ WMC 3.-15, Article 4. Formal Bidding Procedures for Equipment, Supplies and Nonprofessional Services Costing More than One Hundred Thousand and No/100ths (\$100,000.00) Dollars

² (c) Equipment, supplies or nonprofessional services are unique, available only from one (1) source, or sought to match existing equipment or supplies already in use (also known as a sole source purchase);



Watsonville

California

Engineer

Chuck Fenton

Representative

Brandon Olson
MISCOwater
(925) 596-1286
bolson@miscowater.com

WesTech®

Proposal Number: 2060531
November 8, 2020

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SGS

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Warranty

Terms & Conditions

Technical Proposal

Item A – BioDoc™ Rotary Distributor Motor Upgrade, WesTech Equipment Model Number RDS11S

General Scope of Supply		
Description	Unit	Dimension/Capacity
Application	Municipal Waste Water	-
Number of Tanks	each	2
Tank Diameter	ft	90
Maximum Flow Rate	gpm	15,000
Minimum Flow Rate	gpm	5,000

Equipment Description

Detailed Scope of Supply			
Item	Quantity	Description	Material
Center Mast	1	w/ Mounting Flange	**Existing**
Support Cage	1	w/ Tie Rod Connections	**Existing**
Center Barrel	1	w/ Arm Flanges	**Existing**
Bearing Seat	1		316 SS
Top Cover	1		316 SS
Thrust Bearing	1	Spherical Roller	**Existing**
Thrust Bearing Housing	1	w/ Drive Shaft	**Existing**
Stabilizing Bearing	1	Spherical Roller	**Existing**
Stabilizing Bearing Housing	1	Sealed w/ Grease Fittings	**Existing**
Mechanical Bearing Seal	1	Annular Buna-N rings	**Existing**
Distribution Arms	4	w/ forward & reverse nozzles	**Existing**
Flush Gates	4	Quick opening	**Existing**
Flow Spreaders	-	Single bolt attachment to arm	**Existing**
Flow Orifices	-	Sized for Even Distribution	**Existing**
Vertical Tie Rods	-	w/ Clevises & Turnbuckles	**Existing**
Horizontal Support Rods	-	w/ adjustable ends	**Existing**
Anchor Bolts	-	Epoxy Type	**Existing**
Assembly Fasteners	-		**Existing**

BioDoc™ Rotational Speed Control

Rotational Speed Control		
Item	Description	Information
Primary Speed Reducer	SM-Cyclo	Grease Lubricated
Secondary Speed Reducer	SM-Cyclo	Grease Lubricated
Additional Speed Reduction	Cog Belt & Sprockets	Zinc Plated Sprockets
Overrunning Protection	Freewheel Clutch	Nickel Plated
Motor Size	HP	1
Motor Specifications	Classification	TENV
	Rating	Inverter
	Duty	Washdown – Paint Free
	Power	230/460 V
Safety	Phase/Hz	3 PH (60Hz)
	Full Belt Guard	316 Stainless Steel

Control Panel

BioDoc™ Control Panel		
Item	Description	Information
Enclosure	NEMA – 4X	316 Stainless Steel
VFD	Rated for 1/2 HP	Variable Speed
Control Selectors	Remote-POT-Timer	Panel Operators
Hand Speed Selector	Potentiometer	Dial
Programmable Relay	Time/Speed Settings	Operating/Flushing
Remote Connections	4-20mA or Ethernet	Plant Remote Control

Field Service

Equipment Checkout, Start-up & Operator Training

Trips	Two
Days (total)	Four

Field service for inspection, startup, instruction of plant personnel, and observation of pan testing.

Any item not listed above to be furnished by others.

Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Carbon and Stainless Escalation: Any material price increase from proposal date to material procurement greater than 2.5% from stated prices set forth herein are subject to escalation. The escalation shall be based upon increases at cost, without additional profit, overhead or margin and shall include labor, material, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case by case basis. Carbon material escalation will be based on a third-party carbon steel material index of flats and longs, such as the SBB indexes located at <https://www.steelbb.com>. Any carbon steel escalation will be based on carbon current flats and longs indexes which are in effect at the time of bid. Stainless material escalation will be based on a third-party material nickel index, such as the SBB index located at <https://www.steelbb.com>. Any escalation will be based on current nickel price indexes which are in effect at the time of bid.

USA Tariffs and Current Trade Laws: All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

Exceptions

Not applicable

Commercial Proposal

Proposal Name: Watsonville, California

Proposal Number: 2060531

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Primary Contact Name	Adrian Williams
Phone	801.265.1000
Email	awilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Budget Pricing

Currency: US Dollars

Scope of Supply

A	BioDoc™ Rotary Distributor Motor Upgrade, WesTech Equipment Model Number RDS11S	\$171,500
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
---------------------------------------------------------------------	---------

Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	6 to 8 weeks
Ready to Ship, after Receipt of Final Submittal Approval	18 to 20 weeks
Estimated Weeks to Ready to Ship	24 to 28 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)
From	Final Destination
WesTech Shops	Watsonville, CA

Number of Trucks or Containers
Approximately 1

One-Year Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. ESCALATION: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential

escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of

the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control.

20. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

21. BACKCHARGES: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

22. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

23. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

24. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

25. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

26. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire

order) supplied by WesTech Engineering Inc. against which a claim is sought.

27. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

November 08, 2020

RE: MISCOwater - WesTech Representative

Please accept this communication to confirm that MISCOwater is the exclusive vendor for WesTech equipment and parts sales in the State of California and the Nevada counties of Humboldt, Pershing, Washoe, Lander, Churchill, Storey, Douglas, Lyon, Mineral, and Esmerelda, and is charged with the responsibility for all related support on WesTech equipment and projects in their assigned territory.

Please contact me if you have any questions.

Sincerely yours,

WesTech Engineering, Inc.

A handwritten signature in blue ink, appearing to read "GDP".

Greg D. Payne
National Sales Manager

CC: Brandon Olson @ MISCOwater

BioDoc™ Rotary Distributor

Trickling Filter Optimization



WESTECH®
Attachment 1
Page 12 of 15

Slow Down that Trickling Filter!



An increasing number of U.S. plants have experienced the benefits of slowing down their trickling filters, such as enhanced BOD_5 removal, reduced cyclic sloughing, fewer odors, and happier neighbors.

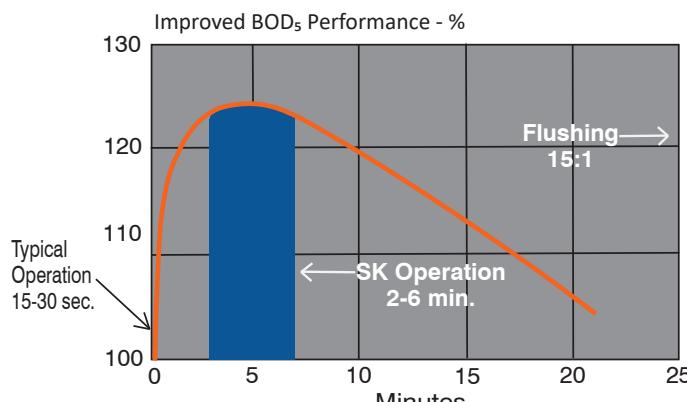
Why Choose BioDoc™?

The BioDoc™ Rotary Distributor is a system for optimizing the performance of trickling filters that includes a motor drive and a programmable logic controller (PLC). The distributor drive is designed to produce the optimal variation in rotation speed and dosing rates, providing benefits such as enhanced BOD_5 removal, reduced cyclic sloughing, and fewer odors. With the dosing rate optimized, the trickling filter can become the most efficient process equipment in the plant and significantly improve overall plant performance.

In the mid-1940s, plant operators in England began to experiment with the speed of the rotary distributor and corresponding effects on the performance of the trickling filter. Orris Albertson, a pioneer in trickling filter optimization, suggested that the efficiency of trickling filters could be improved by slowing down the rotational speed. As a result, an increasing number of U.S. plants have lengthened their dosing cycle and experienced the benefits of slowing down their trickling filters.



Effect of Dosing Frequency on Filter Efficiency



The average U.S. trickling filter distributor should be slowed to 5-10 percent of its current rotational rate.

Proven and Accepted

Slowing the distributor is only the beginning. With the benefit of ongoing research and design efforts, we've learned more in the past few years about enhancing the performance of trickling filters. Three operating procedures for rotary distributors are paramount to improving treatment plant performance:

- A daily flushing cycle to clean the media
- An operating cycle to promote deeper bio-growth
- An operating cycle to encourage maximum wetting during peak load periods

WesTech has designed the BioDoc Rotary Distributor to automatically perform each of these functions, and as a result, the hundreds of BioDoc installations worldwide are significantly more efficient. Side-by-side tests of the BioDoc modulated drive and a conventional unit revealed that, while settled BOD_5 removals were similar, the BioDoc drive kept the media cleaner and improved oxygenation. Results showed a 15 percent higher BOD_5 oxidation and 50 percent increased nitrification.

Optimizing Through Controlled Dosing

The key to understanding rotary-distributor controlled dosing is to understand SK, an abbreviation for the German word Spülkraft, meaning "flushing intensity." SK is defined as the depth in millimeters of water deposited during the passage of one distributor arm.

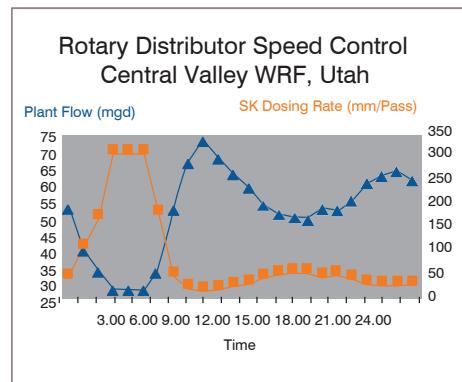
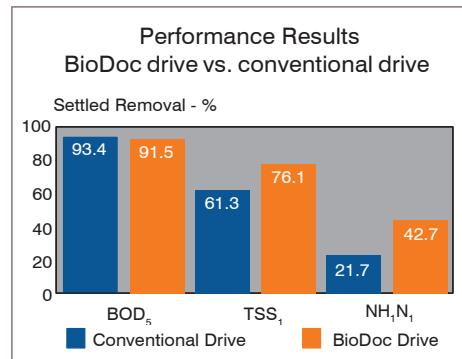
The BioDoc simplifies dosing optimization and allows for consistent implementation of the program throughout the year. The advanced control system is programmable for the specific needs of individual plants. The BioDoc drive, which has a 20:1 speed adjustment range, can regulate the rotary speed to achieve the optimum low and high SKs for any trickling filter.

Automated Media Flushing

Solids build-up and odors in the filter are controlled by increasing the SK values or flushing intensity through low-frequency dosing. The BioDoc controller slows the rotational speed of the distributor to provide increased flushing intensity (high SK), inversely proportional to plant flow. Thus, the flushing cycle is reserved for off-peak hours when plant flow is the lowest.

A loss in biological performance during the flushing cycle is avoided because of the low filter loading and excess clarification capacity. Daily flushing is critical for keeping the media clean and the air and water passageways clear. In a short time, the BioDoc drive stabilizes the biomass inventory and optimizes the performance of the trickling filter.

The BioDoc is the solution for many municipal and industrial plants where rotary distributors have become inefficient over time, or have never performed well. With a 24-hour operation and a constant loading cycle, industrial filters are prime candidates for the multi-step dosing operation.





WesTech®

Tel: 801.265.1000
westech-inc.com
Salt Lake City, Utah, USA

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING SOLE SOURCE PURCHASE FROM WESTECH ENGINEERING, INC., A CORPORATION OF TWO (2) BIODOC™ ROTATIONAL SPEED CONTROL TRICKLING FILTER DRIVES, IN AN AMOUNT NOT TO EXCEED \$171,500 (\$171,500 WILL BE FUNDED FROM THE WASTEWATER UTILITY FUND)

WHEREAS, competitive bidding requirements for the purchase of supplies, equipment and non-personal contractual services and the sale of personal property are set forth in Chapter 5 of Title 3 of the Municipal Code; and

WHEREAS, subdivision (c) of § 3-5.210 exempts supplies and materials which are unique, available only from one source, or sought to match existing equipment or supplies already in use (also known as a sole source purchase); and

WHEREAS, the two trickling filter drives from WesTech Engineering, Inc., match existing equipment and parts already in use at the Wastewater Treatment Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. The Council finds that the purchase of two (2) BioDoc™ Rotational Speed Control trickling filter drives are available from one source that meets the needs of the Wastewater Treatment Facility (also known as a sole source purchase).

2. This purchase is exempt from the purchasing procedures of Chapter 5 of Title 3 of the Municipal Code as a sole source purchase under subdivision (c) of § 3-5.210 of the Municipal Code.

3. That the purchase of two (2) BioDoc™ Rotational Speed Control trickling filter drives from WesTech Engineering, Inc., a corporation, in an amount not to exceed \$171,500, is hereby authorized.

**City of Watsonville
Parks and Community Services Department**

M E M O R A N D U M



DATE: December 3, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Nick Calubaquib, Parks and Community Services Director

SUBJECT: Resolution Approving an Agreement with Community Agroecology Network for Community Garden at River Park

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends the Council approve an agreement between the City and Community Agroecology Network, an unincorporated charitable association for use of a portion of City property adjacent to River Park at 100 E. Front Street for the River Park Community Garden and authorize the City Manager to sign all related documents.

DISCUSSION:

Background

In 2012, the City Council approved the City of Watsonville Urban Greening Plan 2012. The Urban Greening Plan was funded by a grant the City received from the Strategic Growth Council that in turn was funded by the State of California Natural Resources Agency, Proposition 84. The Plan includes a trails master plan, a street tree plan, a native plant restoration plan and guidelines for green roofs, landscaping and community gardens. The final Urban Greening Plan document included the "City of Watsonville Community Garden Program Guidelines" that established the rules and procedures for use of City property by community members for the purpose of community gardens.

The Urban Greening Plan recognizes the City's limited resources to advance a community garden program at this time, and as such, recommends a program model that leverages the City's expertise and other non-financial contributions. The City's role and tasks in facilitating community gardens is in the Guidelines.

On April 5, 2016, the City executed an agreement with Pajaro Valley Community Health Trust, as the fiscal sponsor for a group, later incorporated as Mesa Verde Gardens, Inc. to operate and manage the community garden at 100 E. Front Street.

Mesa Verde Gardens, Inc is a corporation, incorporated by Victor Lara in December 2016. It has the same business address as the Health Trust at 85 Nielsen. The three officers of Mesa Verde Gardens, Inc. are Ana Melgoza , Sarah Hulick and Victor Kimura.

Mesa Verde Gardens, Inc recently transferred management of its community gardens to Community Agroecology Network (CAN). CAN is an unincorporated, self-insured non-profit association. CAN sponsors a group called Tierras Milperas which will now run the Garden. CAN will be in charge of Tierras Milperas and has an insurable interest and will make the City an additional insured on the CAN insurance policy.

Tierras Milperas will now run the community gardens instead of Mesa Verde Gardens, at the following Watsonville locations:

1. 100 E. Front Street
2. All Saints Episcopal Church on Rogers Avenue
3. First United Methodist Church on Stanford Street
4. Freedom Community School on Airport Blvd.
5. Rolling Hills Community Garden
6. Community Garden on PVUSD property behind Starlight Elementary
7. Lutheran Community Church on Alta Vista Avenue

Agreement

Per the agreement that is the subject of this report, all current responsibilities for the seven Watsonville community gardens will be transferred from Mesa Verde Gardens to CAN for operation by Tierras Milperas.

As such, the term of this agreement shall be through December 2021, followed by month to month, terminating no later than December 31, 2022.

STRATEGIC PLAN:

This agreement supports the Council's Strategic Priority 3 – Infrastructure & Environment and Priority 5 – Community Engagement & Well-Being.

FINANCIAL IMPACT:

None.

CAN on behalf of Tierras Milperas would assume responsibility for costs associated with maintaining (including utilities) and improving the sites.

ALTERNATIVES:

The Council could elect to not approve this agreement and discontinue use of these community gardens.

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A FACILITIES USE AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND COMMUNITY AGROECOLOGY NETWORK FOR USE OF A PORTION OF CITY PROPERTY ADJACENT TO RIVER PARK LOCATED AT 100 E. FRONT STREET FOR THE OPERATION AND MANAGEMENT OF THE RIVER PARK COMMUNITY GARDEN; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on April 5, 2016, a Facilities Use Agreement between the City and Pájaro Valley Community Health Trust, was executed, for the operation and management of the community garden located at 100 E. Front Street; and

WHEREAS, the City received a letter dated October 19, 2020, from Pájaro Valley Community Health Trust requesting early termination of the Facilities Use Agreement; and

WHEREAS, Tierras Milperas, a new garden group, whose fiscal sponsor is Community Agroecology Network, is hoping to take over the agreement and management of the River Park Community Garden located at 100 E. Front Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Facilities Use Agreement between the City of Watsonville and Pájaro Valley Health Trust, for the operation and management of the community garden located at 100 E. Front Street, a copy of which Agreement is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute the Agreement for and on behalf of the City.

FACILITIES USE AGREEMENT
BETWEEN THE CITY OF WATSONVILLE and COMMUNITY AGROECOLOGY
NETWORK, OPERATING COMMUNITY GARDEN AT RIVER PARK

This Facilities Use Agreement ("Agreement") is made this _____ day of December, 2020 ("Effective Date") by and between the City of Watsonville, a municipal corporation ("the City"), and Community Agroecology Network (CAN) ("Nonprofit"), an unincorporated, self-insured nonprofit association "Parties" herein.

RECITALS

WHEREAS, the City seeks to promote urban gardens as part of its Urban Greening Plan; and

WHEREAS, the City owns certain undeveloped real property which is more particularly described herein and depicted in the site plans attached hereto as Exhibits A (Garden Site) and B (Conceptual Plot Map) and incorporated by reference herein; and

WHEREAS, the City is willing, pursuant to its Urban Greening Plan to allow the Nonprofit use of the Garden Site (as defined hereafter) for community engagement, recreational, and practical purposes on the terms set forth in and subject to the conditions of this Agreement; and

WHEREAS, The Program-Tierras Milperas fiscal sponsor is a nonprofit public benefit corporation, and all obligations imposed on The Program-Tierras Milperas by this Agreement are equally imposed on The Nonprofit, and therefore The Nonprofit shall be responsible for ensuring that The Program-Tierras Milperas meets its obligations hereunder; and

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the Effective Date, through December 31, 2021 ("Term"), followed by a month to month, terminating no later than December 31, 2022, unless earlier terminated as provided herein or extended by written agreement signed by the Parties.

2. Grant of Use. The City hereby grants The Program-Tierras Milperas use of the following undeveloped City property (the "Garden Site") for use as community garden space under the terms and conditions set forth in this Agreement:

a. Defined 80' x 100' portion of gravel lot adjacent to River Park (aka Linear Park) 100 E. Front Street, Watsonville, CA

3. Purposes. The Garden Site shall be used exclusively by The Program- Tierras Milperas for the purposes of developing and maintaining community gardens under the terms and conditions set forth in this Agreement.

4. Use Fees. The Program-Tierras Milperas shall pay the City one dollar per year (\$1.00/year) as a use fee ("Use Fee") for the period covering the Effective Date of this Agreement through December 31, 2021. The Use Fee shall not be increased during the term of this Agreement, but the City reserves the right to increase the Use Fee in any future agreement for use of Garden Site. Failure to pay the Use Fee shall constitute a breach of this Agreement and may result in immediate termination of this Agreement by the City.

5. Daily Use; Weekend Use; Evening Use. In accordance with the terms and conditions set forth in this Agreement, The Program-Tierras Milperas staff, registered garden members and their families, and volunteers may use the Garden Site on a daily basis for gardening activities, which may include: planting; cultivating and harvesting fruits, vegetables and other crops; and otherwise maintaining the Garden Site pursuant to the terms and conditions set forth herein and other day-to-day activities. The Program-Tierras Milperas staff, community garden members, and volunteers may also use the Garden Site on weekends and evenings for those same activities and subject to all of the terms and conditions set forth herein, including but not limited to safety and security requirements.

6. Conditions of Use; Access by Public. The Program-Tierras Milperas shall not interfere with the performance by any City employee of his or her responsibilities for the City. Requests for use of the Garden Site by members of the public should be referred to the City for processing by the City in accordance with the City's adopted policies and administrative regulations governing use of its facilities.

7. Supervision of Personnel. The Program-Tierras Milperas shall ensure that all outside volunteers present at the Garden Site during City hours are supervised by The ProgramMVG staff. The Program-Tierras Milperas and Nonprofit staff who participate at the garden site, contractors, and outside volunteers must sign Waivers of Liability prior to commencing activities in the Garden Site. Copies of these signed Waivers must be made available to the City upon request.

8. Advertising. The Program-Tierras Milperas may not, either in print or by other means (including underwriting), advertise its activities, its use of the Garden Site, or any Event without the prior written approval of the City's Parks & Community Services Director or designee. Any advertising by The Program-Tierras Milperas shall prominently state that River Park Community Garden is a fiscally sponsor program of Community Agroecology Network, an independent nonprofit corporation separate from The City of Watsonville.

9. Maintenance and Upkeep. Except as otherwise expressly described herein, The Program-Tierras Milperas shall be solely responsible for all maintenance, custodial and grounds keeping services for the Garden Site. If authorized in writing to do so by the City, The Program-Tierras Milperas may, at its sole expense, contract for maintenance, custodial, or grounds keeping services in accordance with applicable law, including but not limited to prevailing wage laws, laws regarding the hiring of undocumented workers, and the fingerprinting and criminal background investigation requirements governing City employees. The City reserves the right to

withdraw its authorization of any maintenance, custodial, or grounds keeping services to be performed or contracted for by Nonprofit at any time and for any reason.

The Program-Tierras Milperas shall ensure that tools, hoses, and other garden equipment and supplies are stored safely in its own lockable City approved storage container, that trash is regularly picked up and removed, that any graffiti is removed, and that the Garden Site is maintained in a tidy and safe manner at all times. The Program-Tierras Milperas may deposit trash and recycling generated by its use of the Garden Site in City dumpsters for disposal. Should the Program-Tierras Milperas elect to compost plant and vegetable materials on the Garden Site, it shall do so in a tidy manner that does not attract vermin or generate odors.

The Program-Tierras Milperas shall ensure that soil, mulch or other materials does not run off the site during rainstorms. Use of straw wattles or other erosion control materials shall be used around stockpiled soil and related materials.

10. Capital Improvements. With the exception of a small, lockable storage shed at the Garden Site to be used for the storage of tools and garden equipment, no structures, improvements, alterations or facilities, including but not limited to fencing, gates, and incidental structures such as raised beds and other temporary construction ("Capital Improvements") shall be constructed, erected, altered, or made to the Garden Site without the prior written consent of the City Manager or designee. Except as set forth herein or expressly agreed to in writing by the Parties, The Program-Tierras Milperas shall be solely responsible for the costs of all such construction, improvements, inspections, permits, testing or alterations to the Garden Site.

11. Utilities and Supplies. The Program-Tierras Milperas shall reimburse the City for the ongoing costs of water at the Garden Site within 30 days of receipt of an invoice. The Program-Tierras Milperas shall be solely responsible for the costs of all other equipment and supplies necessary to design, construct, and maintain the Garden Site, including, but not limited to lumber, gardening tools, hoses, wheelbarrows, roto-tillers, soil and other soil amendments. The City shall not be responsible for any equipment, supplies, or other personal property of The Program-Tierras Milperas that is lost or stolen.

12. Organic Gardening and Farming. The Program-Tierras Milperas shall use only organic gardening and farming methods and shall not use any genetically engineered or modified seeds, crops, or other materials at the Garden Site. For the purposes of this Agreement "organic gardening and farming" shall mean the method of growing plants without using synthetic pesticides, herbicides, fungicides, insecticides, or irradiation.

13. The Program- Tierras Milperas' Obligations on Termination. On termination of this Agreement for any reason, or at the expiration of the Term hereof, The Program-Tierras Milperas shall remove all personal property of The Program-Tierras Milperas from the Garden Site and shall restore the Garden Site to the condition existing as of the Effective Date of this Agreement.

Except as otherwise provided herein, on termination of this Agreement, any Capital Improvements, added to the Garden Site by The Program-Tierras Milperas during, or at any time prior to, the term of this Agreement shall become the property of the City and shall not be removed absent agreement between the Parties regarding such removal.

14. Signage. The Program-Tierras Milperas shall not place any signage on Garden Site without prior written consent of the City's Environmental Programs Manager or her designee. The City shall have final approval over the signage, but shall not unreasonably deny its location, design or content. The Program-Tierras Milperas must remove the signage on termination of this Agreement, and must restore the Garden Site, following removal of the signage, to the condition existing prior to installation of the signage.

15. Limitations on Use. The Program-Tierras Milperas shall comply with all federal, state, local and City laws, statutes, codes, ordinances, rules, regulations, policies and requirements ("Law") regarding use of the Garden Site including the City's COMMUNITY GARDEN PROGRAM GUIDE. The Program-Tierras Milperas shall not use, permit, or allow Garden Site or any portion of the Garden Site to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. The Program-Tierras Milperas will not permit the possession or consumption of alcohol or the use of tobacco products on Garden Site. The Program-Tierras Milperas will not at any time possess or maintain animals or livestock on Garden Site and will not conduct sales of plants or crops grown the the Garden. The Program-Tierras Milperas will not allow marijuana including medical marijuana to be grown at the Garden Site.

If any license, permit, or other governmental authorization is required for The ProgramMVG's lawful use of Garden Site, The Program-Tierras Milperas shall procure and maintain it to the extent required by Law, providing prior notice to the City of the need for such authorization and providing the City with a copy of any such authorization. All materials, equipment, and supplies provided or used by The Program-Tierras Milperas at or on the Garden Site shall fully conform to all applicable Laws.

16. Safety and Security. The Program-Tierras Milperas shall at all times provide adequate supervision and security for its use of the Garden Site. The Program-Tierras Milperas shall be solely and completely responsible for the safety of all persons and property when using the Garden Site.

17. Hazardous Substances. In the event The Program-Tierras Milperas is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl ("PCB") or any other toxic or hazardous contaminants, materials, fertilizers, air pollutants or water pollutants ("Hazardous Substances"), at the Garden Site or the substantial risk thereof, The Program-Tierras Milperas shall have a duty to immediately notify the City in writing. The Program-Tierras Milperas will, consistent with standards of due care, make reasonable professional efforts to exclude use of any and all Hazardous Substances in, on, or about the Garden Site. Willful or negligent breach of this obligation may, at the City's discretion, result in immediate termination of this Agreement.

18. Termination. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement for any reason and without cause at any time upon thirty (30) days' written notice to the other Party. Such termination automatically shall take effect on the 31st day following such notice, or on such later date as specified in the notice, or as the Parties may agree in writing.

19. Insurance. Without limiting Nonprofit's indemnification as set forth in this Agreement, Nonprofit shall secure and maintain in force during the term of this Agreement a comprehensive general liability policy using an occurrence policy form, with combined single

limits of \$1 million per occurrence. Property damage limits shall be \$500,000 per loss. The City shall be named as an additional insured on the policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the City, if any, shall be excess and not co-primary. A copy of the declarations page of Nonprofit's policy shall be attached to this Agreement as proof of insurance.

Nonprofit shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to the City. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.

20. Indemnification. Nonprofit shall defend, indemnify, and hold harmless the City and its agents, employees, and Council members from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, Nonprofit's use of the Garden Site; Nonprofit's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the City, its agents, employees, or Council members, for any act, omission, negligence, or willful misconduct of Nonprofit or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

21. Right of Entry. At no time shall The Program-Tierras Milperas have sole or exclusive access to or use of the Garden Site and City personnel may enter the Garden Site at any time for any purpose. The Program-Tierras Milperas waives any claim for damages for injury, inconvenience or interference with activities, or any loss of occupancy or quiet enjoyment, caused by such entry.

22. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Cruz County, subject to any motion for transfer of venue.

23. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

24. Assignment. The Program-Tierras Milperas shall not assign or transfer any of their obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.

25. Amendments. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by both the Parties.

26. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise,

or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid. Any property or facilities that are not included in Exhibits A and B to this Agreement are not subject to this Agreement.

27. **Headings; Interpretation.** The headings of the sections are for convenience only and are not a part of this Agreement, nor shall they be considered in construing the intent of this Agreement. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

28. **Waiver.** No waiver of default in any of the terms, covenants, or conditions in this Agreement shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.

29. **Notices.** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the Parties at the addresses set forth below:

City:	Nonprofit:
City Clerk City of Watsonville 275 Main street, Suite 400 Watsonville, CA 95076	Community Agroecology Network PO Box 7653 Santa Cruz, CA 95061-7653 Attn: Roseann Cohen, Executive Director

30. **Execution by Facsimile or in Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

31. **Warrant of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

THE CITY OF WATSONVILLE

By: _____
Matthew D. Huffaker, City Manager

Dated: _____

ATTEST:

By: _____
Beatrix Vazquez Flores, City Clerk

APPROVED AS TO FORM:

By: _____
Alan J. Smith, City Attorney

COMMUNITY AGROECOLOGY NETWORK

By: _____
Roseann Cohen, Executive Director

Dated: _____

ATTACHMENTS:

1. Exhibit A – Location of River Park and River Park Community Garden
2. Exhibit B – River Park Community Garden draft plot map



Google earth

feet 100
meters 30



Exhibit "A"
1 of 1



**City of Watsonville
City Manager's Office**

M E M O R A N D U M



DATE: December 3, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Tamara Vides, Assistant City Manager
Raunel Zavala, Administrative Analyst

SUBJECT: Discussion and adoption of the Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority (CIRA), which permits the merger of Public Agency Risk Sharing Authority of California (PARSAC) and the Redwood Empire Municipal Insurance Fund (REMF)

AGENDA ITEM: December 8, 2020

City Council

RECOMMENDATION:

It is recommended that the City Council adopt the Joint Powers Agreement and Bylaws for the California Intergovernmental Risk Authority (CIRA), which permits the merger or joining of two joint powers authorities: the Public Agency Risk Sharing Authority of California (PARSAC) and the Redwood Empire Municipal Insurance Fund (REMF).

DISCUSSION:

Government agencies in California may create joint powers agencies (JPAs) under "The Joint Exercise of Powers Act"¹ to pool funds to administer and pay liability claims. Rather than purchase insurance, the City participates in a JPA which pools member funds to pay liability and workers' compensation claims and provides risk management services. JPAs are governed by boards of directors appointed by their member agencies.

Public entity pools are not insurance. JPA risk management pools manage risks to benefit members and ultimately the public at large. Insurance companies exist primarily to finance and pay losses, while JPA risk management pools are also collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and property damages and losses.

PARSAC is a JPA pool comprised of 35 small to medium sized public agencies. It was formed in 1986 to provide liability coverage in response to the insurance crisis that made commercial coverage unaffordable to many government agencies. Coverage was

¹ California Government Code §§ 6500 et seq

expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time which are described below.

REMIF is a JPA public entity pool comprised of 15 small to medium sized cities. It was formed in 1976 to provide workers' compensation coverage in response to increasing workers compensation insurance rates. Coverage was expanded in the mid-1980s to include liability coverage and other services. Other lines of coverage have been added since that time, which are described below.

PARSAC and REMIF both provide pooled liability programs for workers' compensation, property damage, directors, public officials, errors and omissions, auto damage, special events, fidelity bonds, cyber liability and other ancillary benefits.

REMIF also has a pooled medical/health program.

Through PARSAC's fiscally conservative approach, its liability and workers' compensation programs are funded in excess of the 90% confidence level. Both JPA pools focus on managing and maintaining a financially stable risk sharing pool for members, and both boards of directors have a conservative funding and investment philosophy. Both share a philosophy of embracing diverse opinions, have discussions that are constructive and collaborative, encourage participation from the members, balance member interests with those of the pool and work together towards a greater good.

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

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

Given the similarities between the two JPAs, REMIF and PARSAC explored a strategic partnership, but which ultimately led to a proposed merger. The Board of Directors directed the merger of REMIF into PARSAC and renaming PARSAC to now be called CIRA. There will be great benefits in combined resources, expenses and expertise. Benefits include succession planning, more robust, stable programs, shared training resources, long term program sustainability, and eliminating redundancies. While a merger is expected to realize savings to the members of both pools, the primary reason for the merger is long term stability, sustainability and adding depth and breadth to the JPAs to better serve members.

After over a year of in-depth analysis of the merger, the Boards of Directors for both pools directed the merger of the JPAs, effective 07/01/21, merging REMIF into PARSAC and renaming PARSAC as CIRA. To proceed, members must seek adoption of the CIRA joint powers agreement by their agency, attached to the resolution. Council is asked to adopt the Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (CIRA) and the Bylaws of the California Intergovernmental Risk Authority and direct staff to work with CIRA on steps necessary to complete the merger.

STRATEGIC PLAN:

The recommended action is consistent with the City's policies and goals of the City's strategic plan to ensure the organizational viability needed to serve the residents and businesses of Watsonville today and in the future.

FINANCIAL IMPACT:

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

ALTERNATIVES:

The Council may decline to adopt the Amended and Restated Joint Exercise of Powers Agreement of The California Intergovernmental Risk Authority (CIRA) and the Bylaws of the California Intergovernmental Risk Authority.

ATTACHMENTS:

- 1) CIRA FAQ
- 2) Lines of coverage matrix

cc: City Attorney

Who is the other organization that we are merging with?

We are forming a partnership with the Redwood Empire Municipal Insurance Fund (REMF). REMIF is a pool of 15 cities located throughout five counties in Sonoma, Napa, Lake, Mendocino and Humboldt. REMIF offers self-funded general and auto liability, employment liability, workers' compensation, and health programs. A majority of REMIF members are full-service cities providing police and/or fire services. REMIF's total payroll is \$131 million.

Why are we merging organizations?

The pooling industry has dramatically changed throughout the past decade. Some pools have dissolved due to retirement of key personnel, inability to remain fiscally solvent and have absorbed by larger organizations. The industry has also become very competitive with pools competing for new members in a finite market. Larger organizations may leverage their assets to offer short term rates reductions, programs and services to attract new members; while smaller organizations, such as PARSA and REMIF, are somewhat vulnerable to these aggressive marketing campaigns.

The merger of our organizations will strengthen the pool. It will lead to long term stability and sustainability as we will be able to spread risks and operating costs to a larger base of members. Bigger is not always better. However, when pooling risks, bigger is generally better as there are more members to share losses. The financial impact due to a series of adverse loss years will be diminished because our larger size. A larger membership base will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. Finally, it will ultimately result in lower operating costs. Consolidating operations will eliminate redundancies, achieve economies of scale, improve service delivery, and we will be in better position to leverage our larger size for better services, rates and coverage with service providers and excess insurers.

What is the name of the new organization?

The new organization will be the California Intergovernmental Risk Authority (CIRA).

What is the effective date for CIRA?

It is proposed CIRA will begin to provide coverage and services to its members July 1, 2021.

Will my agency have representation on the CIRA Board?

Yes, each member will be represented by one Board Director and one Alternate Director. Each member will have one vote.

What will be the role of the Board?

The duties of the CIRA Board will be very similar to the current PARSAC Board. CIRA Board members will adopt the budget, approve new members, approve dividends and assessments, approve new programs and services, elect officers, etc.

Will the Executive Committee composition remain the same?

No, the Executive Committee will expand from 11 to 13. For the first two election cycles, former REMIF members will occupy at least 5 Committee seats. At least one of these seats will be an officer position (President, Vice President, Treasurer, Auditor Controller). Committee members will be elected to serve a two-year term.

How many Board meeting will there be and where will they be located?

There will be two semiannual Board meetings each year. Although not yet determined, it is very likely Board meeting will continue to be held in Sacramento and will be held in May and December

How long is my agency committed to CIRA membership?

Existing PARSAC and REMIF members must participate for two fiscal years. New CIRA members may withdraw after 5 years.

Will there be any staffing changes?

The staffs of both organizations will be combined. Although there will not be any positions eliminated, job duties and assignments may be reassigned to achieve efficiency and improve service delivery.

What happens to my agency's equity in liability and workers' compensation programs?

PARSAC program equity and assets will not transfer to CIRA. Each organization will retain their respective equity and liability pre-merger. We will continue to determine equity through the retrospective premium adjustment process annually. PARSAC members will determine, independently, how and when pre-merger equity is ultimately returned.

Will my existing claims transfer to CIRA?

No, claims with incident dates prior to the merger (June 30, 2021 or before) will remain with each organization. Each organization will determine, independently, how those claims are concluded.

What will happen to my agency's grant funds?

Grants funds allocated to your agency will remain with you. You may continue to use your grant funds once we become CIRA.

Will there be any change in coverage?

We will continue to offer the same coverages as currently provided, general liability, employment liability, workers' compensation, property, crime/employee dishonesty, special events, etc. We are currently analyzing excess providers for general liability, workers' compensation, and employment liability programs, and exploring alternative property coverage which will provide broader coverage and potentially lower costs. In the coming months, the analysis will be presented to the Transition Committee for review. In addition, REMIF offers a self-funded health program and this will be available to PARSAC members.

How will the merger affect my annual program premium contributions?

We will be allocating fixed costs to more members and this will reduce overall administration costs. Funding rates will be more stable (in the long term) as the predictive value of our loss data become more credible with a larger membership base. The actuary will complete his funding analysis later this year. Although there will be normal contribution adjustments due to changes in members' payroll and loss experience, our goal is to limit rate changes to no more than +/- 10% due to the merger.

Where will the CIRA office be located?

The CIRA office will be based out of our current PARSAC location. REMIF will continue to maintain and provide certain pre-merger programs and services through its Sonoma office, as well as house some CIRA employees. The operating expenses for both buildings relating to CIRA's self-funded and insured programs (liability, workers' compensation, property, etc.) will be allocated to all CIRA members.

Will PARSAC members be able to participate in REMIF's self-funded health program?

Yes, PARSAC members will eligible to participate in this program if they meet all qualifying underwriting standards.

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

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

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

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADOPTING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AND BYLAWS OF THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA), WHICH PERMITS THE MERGER OF PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC) AND THE REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF); AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, the City of Watsonville is a member entity of the Public Agency Risk Sharing Authoring of California (PARSAC), a joint powers agency providing risk management services, claims pooling and joint insurance purchase benefits to its member cities; and

WHEREAS, PARSAC explored a strategic partnership with the Redwood Empire Municipal Insurance Fund (REMIF), which ultimately led to a proposed merger between the two organizations; and

WHEREAS, PARSAC is a public entity pool representing 34 small to medium sized cities and one fire district; and

WHEREAS, REMIF is a public entity pool representing 15 small to medium sized cities; and

WHEREAS, the Board of Directors for the pools directed the merger of the organizations, effective July 1, 2021. To proceed, the individual member entities must adopt the CIRA Amended and Restated Joint Exercise of Powers Agreement and CIRA Amended Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Council hereby adopts the Amended and Restated Joint Exercise of Powers Agreement and Bylaws of the California Intergovernmental Risk Authority, which permits the merger or joining of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund, copies of which Agreement and Bylaws are attached hereto and incorporated herein by this reference, are fair and equitable and are hereby ratified and approved.

2. That City staff is hereby authorized and directed to work with the California Intergovernmental Risk Authority (CIRA) on steps necessary to complete the merger.

3. That the City Manager be and is hereby authorized and directed to execute said Amendment and Bylaws for and on behalf of the City of Watsonville.

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.
PURPOSE

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

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

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

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

ARTICLE III. PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

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

ARTICLE IV. POWERS

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

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

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

**ARTICLE V.
BOARD OF DIRECTORS**

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

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

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

ARTICLE VII.
OFFICERS

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

ARTICLE VIII.
MEETINGS AND RECORDS

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

ARTICLE IX.
BUDGET

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

ARTICLE X.
REGULAR AUDITS AND REVIEWS

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

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

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

ARTICLE XI. **ADMISSION OF NEW MEMBERS**

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

ARTICLE XII. **WITHDRAWAL**

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

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

ARTICLE XIII. EXPULSION

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

ARTICLE XIV. TERMINATION AND DISTRIBUTION

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

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

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

ARTICLE XVI.
NOTICES

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

ARTICLE XVII.
AMENDMENTS

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

ARTICLE XVIII.
SEVERABILITY

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

ARTICLE XIX.
COMPLETE AGREEMENT

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

ARTICLE XX.
TERM OF AGREEMENT

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

ARTICLE XXI.
COUNTERPARTS

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

ARTICLE XXII.
ARBITRATION

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

ARTICLE XXIII.
FORCE MAJEURE

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

ARTICLE XXIV.
DEFINITIONS

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

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

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

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

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

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

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

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

RECITALS

- A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.
- B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;
- C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;
- D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

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

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

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

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

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

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

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

Program of PARSAC.

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

Q. “**Program**” shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.

R. “**Public Entity**” shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.

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

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

U. “**Self-Insured Retention**” or “**SIR**” shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.

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

W. “**Group Purchase Programs**” shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II **PARTIES TO THE AGREEMENT**

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

ARTICLE III **PURPOSES**

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

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

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

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

ARTICLE V
TERM OF AGREEMENT

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

ARTICLE VI
POWERS OF PARSAC

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

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

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

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

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

ARTICLE VII **RESPONSIBILITIES OF MEMBER ENTITIES**

Each member entity shall:

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

B. Sign a Membership Resolution for each Program;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BOARD OF DIRECTORS

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

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

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

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

- A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;
- B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;
- C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;
- D. The Board shall elect PARSAC's officers;
- E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;
- F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;
- G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;
- H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX OFFICERS

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

ARTICLE X EXECUTIVE COMMITTEE

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

ARTICLE XI ADMINISTRATION

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

shall carry out all duties set forth in the Bylaws.

ARTICLE XII **BUDGET**

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

ARTICLE XIII **ANNUAL AUDITS AND REVIEWS**

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

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

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

shall pay all costs of such claims reviews.

ARTICLE XIV **ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV

SUPPORT OF PARSAC'S GENERAL EXPENSES

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

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

ARTICLE XVI **DEPOSIT PREMIUMS**

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

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

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

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

ARTICLE XVII **PARSAC MEMBERSHIP**

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

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

ARTICLE XVIII **MEMORANDA OF COVERAGE**

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

ARTICLE XIX **SIR MANDATORY RESERVES/PAYMENTS**

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

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

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

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

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

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

The claims payment procedures for members participating in the Workers’

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

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

ARTICLE XX **RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS**

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

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

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

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

ARTICLE XXI NEW MEMBERS

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

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

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

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

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

ARTICLE XXII WITHDRAWAL

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

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

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

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

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

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

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

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

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

ARTICLE XXIII

EXPULSION

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

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

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

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

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

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

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

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

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

ARTICLE XXV **TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS**

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

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

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

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

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

ARTICLE XXVI NOTICES

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

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE XXVIII AMENDMENTS

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

ARTICLE XXIX

SEVERABILITY

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

ARTICLE XXX

AGREEMENT COMPLETE

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

ARTICLE XXXI **EXECUTION OF COUNTERPARTS**

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

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

Date: _____
By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: _____
By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX "A"

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

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

Appendix "C"

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

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

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

RECITALS

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

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

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

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

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

B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.

C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.

D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.

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

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

G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.

H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.

I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.

J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

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

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

ARTICLE II

PARTIES TO THE AGREEMENT

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

ARTICLE III

PURPOSE

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

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

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

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

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

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

ARTICLE V

TERM OF AGREEMENT

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

ARTICLE VI

SEVERABILITY

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

ARTICLE VII

AGREEMENT COMPLETE

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

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

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

EXECUTION OF COUNTERPARTS

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

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

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

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

APPENDIX “B”

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

FORMER MEMBER ENTITIES

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

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

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

**ARTICLE III.
NEW MEMBERS**

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

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

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

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

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

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

ARTICLE V. GOVERNING BOARD

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

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

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

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

ARTICLE VI. **OFFICERS**

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

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

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

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

ARTICLE VII. **COMMITTEES**

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

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

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

ARTICLE VIII. **GENERAL MANAGER**

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

ARTICLE IX. **SETTLEMENT OF CLAIMS**

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

ARTICLE X.
FINANCIAL AUDIT

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

ARTICLE XI.
FISCAL YEAR

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

ARTICLE XII.
BUDGET

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

ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

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

ARTICLE XIV. PROGRAMS

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

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

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

ARTICLE XV. **WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY**

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

B. Withdrawal from the Authority

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

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

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

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

C. Remedies on Default

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

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

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

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

ARTICLE XVII.
LEGAL REPRESENTATION

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

ARTICLE XVIII.
EXECUTION OF CONTRACTS

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

ARTICLE XIX.
EXPENSE REIMBURSEMENT AND INSURANCE

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

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

ARTICLE XIX.
NOTICES

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

B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

ARTICLE XX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY

A. These Bylaws shall be effective immediately upon the date of adoption.

B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.

C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.

D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

ARTICLE XXI.
POWER OF DESIGNATED PARTY

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

City of Watsonville
Public Works and Utilities Department

M E M O R A N D U M



DATE: **October 27, 2020**

TO: **Matthew D. Huffaker, City Manager**

FROM: **Steve Palmisano, Director of Public Works and Utilities**
Darren Gertler, Environmental Science Workshop Coordinator

SUBJECT: **Contract with the Pájaro Valley Unified School District to pay the City's Environmental Science Workshop for 150 Science Learning Tool Boxes in the Amount of \$7,500**

AGENDA ITEM: **December 8, 2020** **City Council**

RECOMMENDATION:

Staff recommend that the Council authorize the City Manager to appropriate, accept and sign a \$7,500 contract with the Pajaro Valley Unified School District (PVUSD) Virtual Academy to pay the City's Environmental Science Workshop to create, assemble, and distribute 150 Science Learning Tool Boxes during the 2020-21 school year.

DISCUSSION:

Over the last year, distance learning due to COVID-19 has become a significant challenge for students, teachers, and parents. To make this transition easier, our Environmental Science Workshop and the PVUSD Virtual Academy have teamed up to ensure that science and hands-on learning are not left behind. PVUSD and the Science Workshop partnered this past summer, 2020, to distribute 1,800 tool kits to bolster the summer school program. Students were able to build projects such as sprinklers, fans, vacuums, musical instruments and more.

For this 2020-2021 school year, the PVUSD Virtual Academy is contracting the City's Science Workshop again to create and distribute 150 tool boxes and accompanying materials to produce 2,000 individual projects. An amount of \$7,500 will be paid by PVUSD in one installment in December, 2020 and will cover all materials and staff needed throughout this project.

Students are currently suffering from the abundance of screen time that distance learning has created. Each project in the Science Learning Tool Box offers a practical hands-on engineering and science lesson that will not only serve as an educational tool, but will give students an opportunity to learn away from the screens.

This next round of tool box distributions will serve students in the PVUSD Virtual Academy in grades 1 through 8. Each tool box will come with supplies and instructions to create 8 projects per kit, all free of charge to the student. Each tool box kit will come with an instruction manual that will guide the students through each project that they will build in the safety of their own homes.

The project will directly benefit the Science Workshop because it will greatly expand its reach during the COVID-19 shut down. This will also pave the way for the Science Workshop to work more closely with PVUSD teachers in the future.

STRATEGIC PLAN:

This contract with the PVUSD supports the City of Watsonville's Strategic Plan in several ways: 3.C.2 Teen/ Youth Green Careers, 5.A.6. Utilities Outreach Programs, and 5.G.1. Environmental Science Workshop.

FINANCIAL IMPACT:

There is no financial impact to the City for implementing this program. All program costs will be paid by the PVUSD through this contract. Funds shall be appropriated into the City's Engineering and Administration Division 0710-540-7559-11042.

ALTERNATIVES:

If this contract is denied an alternative funding source would have to be secured in order to provide this service.

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO._____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING A \$7,500 CONSULTANT SERVICE AGREEMENT BETWEEN THE CITY OF WATSONVILLE AND THE PAJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD) VIRTUAL ACADEMY FOR THE CITY'S ENVIRONMENTAL SCIENCE WORKSHOP TO CREATE, ASSEMBLE AND DISTRIBUTE 150 SCIENCE LEARNING TOOL BOXES AND ACCOMPANYING PROJECT MATERIALS DURING THE 2020-2021 SCHOOL YEAR, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME; AND APPROPRIATING SUCH FUNDS TO THE ENGINEERING AND ADMINISTRATION DIVISION ACCOUNT

WHEREAS, the City's Environmental Science Workshop and the PVUSD contracted this past summer, 2020, to distribute 1,800 science learning tool boxes offering practical hands-on engineering and science lessons; and

WHEREAS, students were able to build projects such as sprinklers, fans, vacuums, musical instruments and more; and

WHEREAS, for this 2020-2021 school year, the PVUSD Virtual Academy is contracting with the City's Environmental Science Workshop again to create and distribute 150 science learning tool boxes and accompanying materials, each tool box will produce 8 projects per kit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the Contract between the City of Watsonville and the PVUSD for the City's Environmental Science Workshop to create, assemble and distribute 150 science learning tool boxes and accompanying project materials during the 2020-2021 school year, in an amount not to exceed \$7,500, a copy of which Contract is attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.

2. That the City Manager be and is hereby authorized and directed to execute said Contract and any amendments thereto, and all required documents for and on behalf of the City of Watsonville.
3. That the City Manager is authorized and directed to appropriate the \$7,500 to the Engineering and Administration Division account 0710-540-7559-11042.



THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES

PAJARO VALLEY UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT

294 Green Valley Rd, Watsonville, CA 95076 Ph: (831) 786-2100 x 2195, Fax: (831) 728-6922

CONSULTANT SERVICE AGREEMENT PAGE 1 OF 2

THIS AGREEMENT made and entered into this date, 11/05/2020 by and between Pajaro Valley Unified School District hereinafter called the "District" and The City of Watsonville hereinafter called the "Consultant".

Name of Consultant or Firm

*This Agreement is not an authorization to proceed. A Purchase Order is required prior to commencement of services.

TERM (*Enter Start Date - End Date or dates of performances, workshops etc.:*) November 2020-June 2021

This agreement expires fiscal year end June 30. All services must be completed and invoiced by June 30. Services scheduled to be performed after June 30 require a new agreement and purchase order prior to commencement.

SCOPE OF WORK (*Description of services provided or title of workshop/performance:*)

Provide tool boxes and project materials for hands on learning and engineering for 150 students at PVUSD Virtual Academy.

Attach additional description, proposals or contracts if needed. All vendor contracts must be approved and signed by the Director of Purchasing prior to District commitment.

COMPENSATION

TOTAL AMOUNT BILLED SHALL NOT EXCEED (*Total PO amount:*) \$ 7,500

This is the Contract Limit for services performed and costs incurred for the term of the Agreement and must cover **all of Consultants' expenses, including supplies, travel, lodging, and meals.** Consultant must return an invoice to the department/site to be signed by an administrator to verify that services have been received. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. All services must be completed and invoiced by June 30.

PAYMENT PLAN (*choose one*)

Single payment at a flat rate for completed project. This is PVUSD's preferred payment plan.
 Multiple payments for time worked or per workshop, performance, completed portion of project or person: Fee must include all expenses such as supplies, travel, lodging etc. Payment \$ _____ per _____

AB 1610, 1612 AND 2102 COMPLIANCE (*Consultants having more than limited contact with students require fingerprinting.*)

Consultant will be on campus on a regular basis (more than once) while students are present (attach Criminal Records Check form).
 Consultant *will not* be on campus on a regular basis while students are present (fingerprints not required).

INDEPENDENT CONTRACTOR

Consultant will provide services under this agreement as an independent contractor and not as an employee of the District. District will not withhold Federal or State Income Tax deductions from payments made to Consultant under this agreement. Consultant must provide District with his/her Social Security number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by IRS.

BY ACCEPTANCE OF THIS CONSULTING AGREEMENT THE CONSULTANT:

- A. Agrees to indemnify and hold the District harmless from acts of neglect of the consultant.
- B. Asserts that he or she is qualified to perform the work ordered as an independent contractor, with no conflict of interest.
- C. Agrees to keep confidential all proprietary information of the District.
- D. Certifies that he or she is not receiving salary or remuneration, other than vacation pay, from any other public agency for the above-specified project.
- E. Certifies that he or she is not receiving salary or remuneration from the District Payroll Department (includes substitute services, after school programs, coaching etc...).
- F. Early Termination – either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- G. Consultant is responsible for own expenses, which includes travel, lodging, and meals. Expenses are not reimbursable by the District.
- H. Ownership: the District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographs, or other reproductions of any kind in the scope of the services performed, and no other uses therefore will be permitted except by permission of the District. Proprietary material will be exempted from this clause.
- I. Insurance: The District reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the District requires up to the amount of \$1,000,000.00. The Contractor shall obtain and furnish Proof of Worker's Compensation insurance if applicable.
- J. Certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.

THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES
PAJARO VALLEY UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT
294 Green Valley Rd, Watsonville, CA 95076 Ph: (831) 786-2100 x 2195, Fax: (831) 728-6922

CONSULTANT SERVICE AGREEMENT PAGE 2 OF 2

CONSULTANT INFORMATION

Please Print or Type

Check Payable to: City of Watsonville

Consultant or Firm name as it will appear on the check

Mailing Address 250 Main St. Watsonville, Ca 95076

Street or PO Box, City, State, Zip

Social Security Number:

or Tax ID #: 94 600 0451

Phone: 831-768-3299

Fax:

E-mail (optional): darren.gertler@cityofwatsonville.org

PERS and STRS COMPLIANCE

The following must be completed by individual consultants (consultant firms should disregard it).

A. Are you now, or have you ever been, a member of the Public Employees' Retirement System (PERS) or the State Teachers Retirement System (STRS)?

No Yes If yes: PERS or STRS

B. Are you now, or have you ever been, an employee of PVUSD or any other federal, state or local government agency?

No Yes If yes: Last Date Paid: _____

I certify that all services shall be rendered at time other than my regular assigned workday at that agency.

Note: Individuals paid as a consultant but later hired by PVUSD as an employee (ex: as a substitute teacher) will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consultant fees earned in that year.

FOR FEDERALLY FUNDED PROGRAMS

"I certify that I am not, nor have not, been debarred or suspended by any Federal Government Department or Agency from doing work which I am now being contracted to do by Pajaro Valley Unified School District."

Consultant Initials: _____ **Date:** _____

CONSULTANT ACCEPTANCE

To the Governing board of Pajaro Valley Unified School District:

"I agree to the arrangements as stated in this contract. I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Consultant Signature: _____

Date _____

**This Agreement is not an authorization to proceed. A signed copy of this agreement will accompany the Purchase Order authorizing services to begin.*

Fax or email signed Agreement to Site/Department requesting services:

SITE/DEPARTMENT ACCEPTANCE

Site/Department Requesting Service: PVUSD Independent Study Virtual Academy

Site/Department Contact: Jennifer Ponzio

Phone: 831-786-2482

Site/Department Email: jennifer_ponzio@pvusd.net

Fax: _____

Principal/Manager Signature: _____

Date 11/10/20

**This Agreement is not an authorization to proceed. The original signed Agreement must be received in the Purchasing prior to issuing a Purchase Order.*

DISTRICT ACCEPTANCE

Richard Arellano, Director of Purchasing: _____

Date _____

**Signature required prior to issuing a Purchase Order.*

TO BE COMPLETED BY SITE/DEPARTMENT
ATTACHMENTS SENT TO PURCHASING DEPARTMENT:

- Requisition # _____
- Independent Contractor Certification - Only required for POs made out to individuals (not a Firm). To be completed and signed by Principal/Manager. Please contact HR to hire individuals who do not qualify as Independent Contractors.
- Criminal Records Check - Only required for Consultants working on campus on a regular basis with students present.
- Proposal/Additional Description/Unsigned Vendor Contract - The Director of Purchasing will sign vendor contracts in compliance with District policies and return to vendor with PO. Site/Departments should not sign vendor documents.
- W-9 Form Taxpayer Identification



****THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES****
PAJARO VALLEY UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT
294 Green Valley Rd, Watsonville, CA 95076 Ph: (831) 786-2100 x 2195, Fax: (831) 728-6922

ONLY REQUIRED FOR CONSULTANTS HAVING MORE THAN LIMITED CONTACT WITH STUDENTS:
Consultant will be on campus on a regular basis (more than once) while students are present.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Pajaro Valley Unified School District:

I certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California on _____.

Consultant Signature: _____ **Date** _____

Please Print

Name: City of Watsonville _____

Mailing Address 250 Main St. Watsonville, Ca 95076 _____
Street or PO Box, City, State, Zip _____

Social Security Number: _____ or Tax ID: 94-600-0451 _____

Phone: 831-768-3299 _____ Fax: _____

Consultant/Contractor: Please submit this certification to Site/Department with Consultant Service Agreement if required.

Fingerprinting Guidelines:

Education Code Section 45125.1 in relevant part:

- A. If the employees of an entity which has a contract with the school district to perform janitorial, administrative, grounds and landscape maintenance, transportation, food-related services, or has more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

More than limited contact as defined by PVUSD:

In determining that a contract employee has more than limited contact with pupils, the PVUSD considers the following circumstances:

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself or herself, without other school employee's supervision.

Taxpayer Identification Number Request

Under Federal regulation 1604-1, you are required to provide us with your taxpayer identification number (TIN). If you fail to furnish this information you may be subject to a \$50 penalty and imposed by the IRS and all payments made to you and/or your firm will be subject to a 30% backup withholding. **We are required to obtain your TIN even if you are not subject to Form 1099 reporting.**

The 30% backup withholding will be deducted from our payments to you and sent to the IRS. Backup withholding is not a failure to pay you; it is an advance tax payment, which you can take as a credit when you file your federal income tax return.

Instructions: Complete **Part 1** below that corresponds to your tax status. Complete **Part 2** if you are exempt from Form 1099 reporting. **Part 3** sign, date and return form.

Part 1 TAX STATUS (complete applicable area)

Individuals (please print)

Name	Social Security No.

Sole Proprietor (Enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line)

Business Owner's Name	Employer Identification No. or SSN	Business or Trade Name

(If you complete this section for Sole Proprietor, please also complete the section for Individuals. This information is required for the State of California Independent Contractors Report.)

Partnership (Enter the trade or business name of the partnership, or if none, the last name of the first partner listed on Form 554 on which the IRS issued the TIN)

Name of Partnership	Employer Identification No	Partnership Name on IRS records

Corporation (Enter the business name as shown on required Federal tax documents)

Name of Corporation or Entity	Employer Identification No.
	94-600-0451

Part 2 EXEMPTION:

Check if exempt from Form 1099 reporting and circle your qualifying exemption:

1. Corporation (other than medical/health care or legal services provider)
2. Tax Exempt Charity 501 (a) or IRS
3. A State, District of Columbia, a U.S. possession or any political subdivisions
4. A foreign government or any of its political subdivision

Part 3 CERTIFICATION:

I certify under penalty of perjury, the Tax Identification Number is correct.

Person completing this form _____ Telephone _____

Signature _____ Date _____

**City of Watsonville
Public Works & Utilities**

M E M O R A N D U M



DATE: December 3, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Steve Palmisano, Director of Public Works & Utilities
Darren Gertler, Environmental Science Workshop Coordinator

SUBJECT: Authorize the City Manager to accept and appropriate a grant in the amount of \$5,000 from Save the Redwoods League to support the Environmental Science Workshop's outdoor learning activities

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to accept and appropriate as described below a grant from the Save the Redwoods League in the amount of \$5,000 to support the Environmental Science Workshop's outdoor learning activities.

DISCUSSION:

The Environmental Science Workshop has been leading students on field trips across the watersheds for the past 23 years. This grant will expose regular Science Workshop participants to our vast redwood ecosystems. Such field trips are offered to students free of charge thanks to such grants.

STRATEGIC PLAN:

This grant is consistent with Strategic Plan 03: Infrastructure and Environment and Strategic Plan 05: Community Engagement and Well-Being.

FINANCIAL IMPACT:

The \$5,000 grant total will be appropriated into the Engineering & Admin account in the Waste Water Fund, Science Workshop Project 0710-540-5890-11004.

ALTERNATIVES:

If this grant is not accepted, the Environmental Science Workshop would need to find alternative sources to fund outdoor learning opportunities at no cost, or possibly begin charging.

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO. _____ (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ACCEPTING THE \$5,000 GRANT FROM SAVE THE REDWOODS LEAGUE, A NON-PROFIT CORPORATION, TO SUPPORT THE WATSONVILLE ENVIRONMENTAL SCIENCE WORKSHOP'S OUTDOOR LEARNING ACTIVITIES; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND APPROPRIATING SUCH FUNDS TO THE ENGINEERING AND ADMINISTRATION DIVISION ACCOUNT

WHEREAS, the City of Watsonville was awarded a \$5,000 grant from Save the Redwoods League to support the Environmental Science Workshop's outdoor learning activities; and

WHEREAS, the Redwood Connect Grants aim to help new communities visit a California redwood forest offering a variety of education programs and materials that deepen awareness and understanding of redwood forests, research and conservation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

1. That the \$5,000 grant from Save the Redwoods League, a non-profit corporation, for the City's Environmental Science Workshop is hereby accepted.
2. That the City Manager of the City of Watsonville is hereby authorized and directed to execute in the name of the City of Watsonville, any and all documents required by the Save the Redwoods League including any extensions or amendments thereto in order to implement this agreement.
3. That the \$5,000 grant is hereby appropriated to the Engineering and Administration Division account 0710-540-5890-11004.

**City of Watsonville
Finance Department**

M E M O R A N D U M



DATE: December 3, 2020

TO: Matthew D. Huffaker, City Manager

FROM: Cindy Czerwin, Administrative Services Director

SUBJECT: Resolution Waiving Business License Late Fees for Remainder of Fiscal Year 2020 - 2021

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the City Council approve a resolution waiving late fees for businesses licenses for the remainder of Fiscal Year 2020-21.

DISCUSSION:

Title 3 chapter 4 of the City's Municipal code establishes the business licensing process for the City. The purpose of the business license is solely to raise revenue for municipal purposes and not for purposes of regulation¹. Section 3-4.45 states that the license tax is due the first day of the fiscal year, July 1, and section 3-4.49 imposes a twenty-five (25%) percent penalty "upon failure to pay the license tax within thirty (30) days after the tax is due, and an additional twenty-five (25%) percent if not paid within sixty (60) days after the tax is due."

Fiscal Year 2020-21 is proving to be an extraordinary year and difficult for businesses. In June, renewals and bills were sent to business and we have collected over 80% of what was billed. In August the Council approved a temporary waiver of late fees, waiving them until January 1. The conditions that prompted the Council to waive late fees in the summer have not abated as shelter in place conditions and restrictions on businesses continue. As business are struggling in this environment staff believes it would show of the business community by waiving late fees for their licenses for the remainder of the fiscal year 2020-2021. We will begin the normal business license process again for Fiscal Year FY 2021-2022 in July, 2021.

The average Business license bill which includes the business license fee, an administrative fee, a state \$4 pass through fee, and for some business a CBID charge and a fire self-inspection fee is \$212. The median charge is \$119. Therefore, on the median

¹ WMC 3-4.01

charge the late penalty of 25% would be \$29.75 and \$59.50 for the 50% late change. Late charges are a minimal revenue producer for the City and waiving the penalty would not have a great impact on our revenues.

STRATEGIC PLAN:

This action would support strategic plan goals 4 and 5, economic development and community engagement by supporting our business who may be struggling during this pandemic and recession.

FINANCIAL IMPACT:

None. The Fiscal Year 2020-21 budget assumed a 25% reduction in business license revenues. Existing collections are already surpassing that so we do not believe there will be any negative impact to the City's financial situation by waiving these late fees.

ALTERNATIVES:

The Council may decide not to waive late fees.

cc: City Attorney

RESOLUTION NO._____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE APPROVING TEMPORARY BUSINESS LICENSE LATE
FEE WAIVER FOR THE REMAINDER OF FISCAL YEAR 2020-21**

WHEREAS, Section 3-4.45 of the Watsonville Municipal Code requires businesses to pay a license tax to conduct business in Watsonville by July 1st of each year; and

WHEREAS, Section 3-4.49 imposes a twenty-five (25%) percent penalty upon failure to pay the license tax within thirty (30) days after the tax is due and an additional twenty-five (25%) percent if not paid within sixty (60) days; and

WHEREAS, on August 25, 2020, the Council approved a temporary waiver for business license late fees until January 1, 2021; and

WHEREAS, the conditions that prompted the City to waive late fees in the summer, have not abated as shelter in place conditions and restrictions on businesses continue; and

WHEREAS, staff would like to recommend the temporary fee waiver for business license late fees for the remainder of the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

That the Council hereby approves a temporary waiver for business license late fees for the remainder of FY 2020-2021 until June 30, 2021.

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE DECLARING CANVASS OF GENERAL MUNICIPAL
ELECTION HELD ON NOVEMBER 3, 2020**

WHEREAS, the Council of the City of Watsonville, by Resolution No. 106-20 (CM), called a General Municipal Election to be held in the City on November 3, 2020, as required by law, for the object and purpose of electing the following municipal officers of the City of Watsonville:

COUNCIL MEMBERS

Districts 1, 2, and 6 - Four (4) year terms

WHEREAS, the General Municipal Election was held on Tuesday, November 3, 2020, in accordance with law; and

WHEREAS, the votes then were received and canvassed and the returns were ascertained, and determined; and

WHEREAS, the County Clerk has duly filed with this Council a certification of the result of the election.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

1. That the County Clerk's Certification of the Votes Cast, marked Exhibit "A," attached hereto and incorporated herein by reference, and on file with the City Clerk, be, and the same is hereby entered upon the minutes of this Council as a statement of the results of the General Municipal Election.
2. That the whole number of votes cast in the City of Watsonville at the General Municipal Election were 16,587 votes.

3. That the list of candidates nominated for Districts 1, 2, and 6 for offices of Council Members for the terms of four (4) years to be filled at the General Municipal Election and the names of the candidates which were set forth in the petitions assembled and filed with the City Clerk as required by law and the number of votes cast in favor of each candidate were as follows:

LIST OF NAMES OF CANDIDATES BY DISTRICT	NUMBER OF VOTES FOR CANDIDATES
DISTRICT NO. 1	
Eduardo Montesino	1400
DISTRICT NO. 2	
Aurelio Gonzalez	874
Vanessa Quiroz-Carter	752
DISTRICT NO. 6	
Jimmy Dutra	1602
Tony Gomez	914

4. That the number of votes cast in each precinct in favor of the full term candidates is set forth in the County Clerk's Certification of the Votes Cast.

5. That the three (3) candidates receiving the highest number of votes in each district for the three (3) offices of Council Members, were as follows:

LIST OF NAMES OF CANDIDATES BY DISTRICT	NUMBER OF VOTES FOR CANDIDATES
DISTRICT NO. 1 (Four year term)	
Eduardo Montesino	1400
DISTRICT NO. 2 (Four year term)	
Aurelio Gonzalez	874

DISTRICT NO. 6 (Four year term)

Jimmy Dutra

1602

and they were thereby elected Council Members, and shall hold office for four (4) years from and after the second Tuesday following their election and continuing until their respective successors qualify; and that the City Clerk is hereby authorized to sign and deliver to Eduardo Montesino, Aurelio Gonzalez, and Jimmy Dutra, a Certificate of Election and to administer to each of the persons the Oath of Office prescribed in the Constitution of the State of California.

Statement of Vote



November 3, 2020 Presidential General Election



Gail L. Pellerin, Santa Cruz County Clerk
701 Ocean St., Room 310
Santa Cruz, CA 95060
831-454-2060 / 1-866-282-5900
831-454-2445 (FAX)
www.votescount.us

Certification of County Clerk of the Results of the Canvass of the November 3, 2020 Presidential General Election

I, Gail L. Pellerin, County Clerk of the County of Santa Cruz, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et. seq., I did canvass the results for the votes cast in the Presidential General Election held in Santa Cruz County on November 3, 2020, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is true and correct.

I hereby set my hand and official seal this 1st day of December, 2020 at the County of Santa Cruz.



Gail L. Pellerin
Santa Cruz County Clerk



**1 City of Watsonville
Councilmember - Dist 1**

		Registered Voters	Voters Cast	Turnout (%)	1 EDUARDO MONTESINO	1 Write In
23190	Election Day	0	0			
23190	Vote by Mail	0	0			
23190	Total	0	0			
43100	Election Day	230	29	12.61 %	26	
43100	Vote by Mail	230	125	54.35 %	109	3
43100	Total	230	154	66.96 %	135	3
43110	Election Day	1469	137	9.33 %	112	3
43110	Vote by Mail	1469	954	64.94 %	826	28
43110	Total	1469	1091	74.27 %	938	31
43141	Election Day	228	26	11.40 %	22	1
43141	Vote by Mail	228	116	50.88 %	96	8
43141	Total	228	142	62.28 %	118	9
43150	Election Day	325	47	14.46 %	38	1
43150	Vote by Mail	325	185	56.92 %	156	7
43150	Total	325	232	71.38 %	194	8
43151	Election Day	26	1	3.85 %	1	
43151	Vote by Mail	26	18	69.23 %	14	
43151	Total	26	19	73.08 %	15	
Electionwide	Election Day	2278	240	10.54 %	199	5
Electionwide	Vote by Mail	2278	1398	61.37 %	1201	46
Electionwide	Total	2278	1638	71.91 %	1400	51
Total - Election Day		2278	240	10.54 %	199	5
Total - Vote by Mail		2278	1398	61.37 %	1201	46
Contest Total		2278	1638	71.91 %	1400	51

**1 City of Watsonville Councilmember -
Dist 2**

		Registered Voters	Voters Cast	Turnout (%)	1 AURELIO GONZALEZ	1 VANESSA QUIROZ CARTIER	1 Write In
43200	Election Day	1112	115	10.34 %	65	38	2
43200	Vote by Mail	1112	667	59.98 %	341	294	4
43200	Total	1112	782	70.32 %	406	332	6
43210	Election Day	172	24	13.95 %	13	10	
43210	Vote by Mail	172	110	63.95 %	45	60	
43210	Total	172	134	77.91 %	58	70	
43221	Election Day	599	38	6.34 %	17	16	
43221	Vote by Mail	599	446	74.46 %	224	197	
43221	Total	599	484	80.80 %	241	213	
43251	Election Day	334	25	7.49 %	8	17	
43251	Vote by Mail	334	198	59.28 %	97	94	
43251	Total	334	223	66.77 %	105	111	
43260	Election Day	119	9	7.56 %	6	3	
43260	Vote by Mail	119	82	68.91 %	58	23	
43260	Total	119	91	76.47 %	64	26	
Electionwide	Election Day	2336	211	9.03 %	109	84	2
Electionwide	Vote by Mail	2336	1503	64.34 %	765	668	4
Electionwide	Total	2336	1714	73.37 %	874	752	6
Total - Election Day		2336	211	9.03 %	109	84	2
Total - Vote by Mail		2336	1503	64.34 %	765	668	4
Contest Total		2336	1714	73.37 %	874	752	6

**1 City of Watsonville Councilmember -
Dist 6**

		Registered Voters	Voters Cast	Turnout (%)	1 TONY GOMEZ	1 JIMMY DUTRA	1 Write In
23660	Election Day	2	0	0.00 %			
23660	Vote by Mail	2	1	50.00 %	1		
23660	Total	2	1	50.00 %	1		
43610	Election Day	1644	123	7.48 %	50	68	
43610	Vote by Mail	1644	1132	68.86 %	403	688	3
43610	Total	1644	1255	76.34 %	453	756	3
43631	Election Day	815	78	9.57 %	31	41	3
43631	Vote by Mail	815	589	72.27 %	177	395	2
43631	Total	815	667	81.84 %	208	436	5
43632	Election Day	633	67	10.58 %	15	45	1
43632	Vote by Mail	633	432	68.25 %	159	247	5
43632	Total	633	499	78.83 %	174	292	6
43660	Election Day	249	27	10.84 %	7	19	
43660	Vote by Mail	249	173	69.48 %	71	99	1
43660	Total	249	200	80.32 %	78	118	1
Electionwide	Election Day	3343	295	8.82 %	103	173	4
Electionwide	Vote by Mail	3343	2327	69.61 %	811	1429	11
Electionwide	Total	3343	2622	78.43 %	914	1602	15
Total - Election Day		3343	295	8.82 %	103	173	4
Total - Vote by Mail		3343	2327	69.61 %	811	1429	11
Contest Total		3343	2622	78.43 %	914	1602	15

**1 City of Watsonville
Councilmember - Dist 1**

		Registered Voters	Voters Cast	Turnout (%)	1 EDUARDO MONTESINO	1 Write In
Electionwide	Total	2278	240	10.54 %	199	5
CALIFORNIA	Total	2278	240	10.54 %	199	5
20th Congressional District	Total	2278	240	10.54 %	199	5
17th Senatorial District	Total	2278	240	10.54 %	199	5
29th Assembly District	Total	0	0			
30th Assembly District	Total	2278	240	10.54 %	199	5
State Board of Equalization - District 2	Total	2278	240	10.54 %	199	5
County Board of Education- Trustee Area 6	Total	581	77	13.25 %	65	1
Unincorporated - County Board of Education sub-district	Total	1697	163	9.61 %	134	4
Cabrillo Community College District- Trustee Area 5	Total	2278	240	10.54 %	199	5
Cabrillo Community College District- Trustee Area 7	Total	0	0			
Unincorporated - Unified School District	Total	2278	240	10.54 %	199	5
Pajaro Valley Unified School District - Trustee Area 3	Total	783	102	13.03 %	86	2
Unincorporated - Unified School District sub-district	Total	1495	138	9.23 %	113	3
Unincorporated - School District	Total	2278	240	10.54 %	199	5
Santa Cruz County	Total	2278	240	10.54 %	199	5
2nd Supervisorial District	Total	0	0			
4th Supervisorial District	Total	2278	240	10.54 %	199	5
City of Watsonville	Total	2278	240	10.54 %	199	5
City of Watsonville - District 1	Total	2278	240	10.54 %	199	5
Unincorporated - Unincorporated	Total	2278	240	10.54 %	199	5
Unincorporated - Water Agency sub-district	Total	2278	240	10.54 %	199	5
Unincorporated - Water District	Total	2278	240	10.54 %	199	5

**1 City of Watsonville Councilmember -
Dist 2**

		Registered Voters	Voters Cast	Turnout (%)	1 AURELIO GONZALEZ	1 VANESSA QUIROZ CARTER	1	Write In
Electionwide	Total	2336	211	9.03 %	109	84	2	
CALIFORNIA	Total	2336	211	9.03 %	109	84	2	
20th Congressional District	Total	2336	211	9.03 %	109	84	2	
17th Senatorial District	Total	2336	211	9.03 %	109	84	2	
30th Assembly District	Total	2336	211	9.03 %	109	84	2	
State Board of Equalization - District 2	Total	2336	211	9.03 %	109	84	2	
County Board of Education- Trustee Area 6	Total	2164	187	8.64 %	96	74	2	
Unincorporated - County Board of Education sub-district	Total	172	24	13.95 %	13	10		
Cabrillo Community College District- Trustee Area 5	Total	2217	202	9.11 %	103	81	2	
Cabrillo Community College District- Trustee Area 7	Total	119	9	7.56 %	6	3		
Unincorporated - Unified School District	Total	2336	211	9.03 %	109	84	2	
Pajaro Valley Unified School District - Trustee Area 3	Total	334	25	7.49 %	8	17		
Unincorporated - Unified School District sub-district	Total	2002	186	9.29 %	101	67	2	
Unincorporated - School District	Total	2336	211	9.03 %	109	84	2	
Santa Cruz County	Total	2336	211	9.03 %	109	84	2	
4th Supervisorial District	Total	2336	211	9.03 %	109	84	2	
City of Watsonville	Total	2336	211	9.03 %	109	84	2	
City of Watsonville - District 2	Total	2336	211	9.03 %	109	84	2	
Unincorporated - Unincorporated	Total	2336	211	9.03 %	109	84	2	
Unincorporated - Water Agency sub-district	Total	2336	211	9.03 %	109	84	2	
Unincorporated - Water District	Total	2336	211	9.03 %	109	84	2	

**1 City of Watsonville Councilmember -
Dist 6**

		Registered Voters	Voters Cast	Turnout (%)	1 TONY GOMEZ	1 JIMMY DUTRA	1 Write In
Electionwide	Total	3343	295	8.82 %	103	173	4
CALIFORNIA	Total	3343	295	8.82 %	103	173	4
20th Congressional District	Total	3343	295	8.82 %	103	173	4
17th Senatorial District	Total	3343	295	8.82 %	103	173	4
30th Assembly District	Total	3343	295	8.82 %	103	173	4
State Board of Equalization - District 2	Total	3343	295	8.82 %	103	173	4
County Board of Education- Trustee Area 5	Total	2	0	0.00 %			
County Board of Education- Trustee Area 6	Total	1448	145	10.01 %	46	86	4
Unincorporated - County Board of Education sub-district	Total	1893	150	7.92 %	57	87	
Cabrillo Community College District: Trustee Area 5	Total	3341	295	8.83 %	103	173	4
Unincorporated - Community College sub-district	Total	2	0	0.00 %			
Unincorporated - Unified School District	Total	3343	295	8.82 %	103	173	4
Pajaro Valley Unified School District - Trustee Area 6	Total	2	0	0.00 %			
Unincorporated - Unified School District sub-district	Total	3341	295	8.83 %	103	173	4
Unincorporated - School District	Total	3343	295	8.82 %	103	173	4
Santa Cruz County	Total	3343	295	8.82 %	103	173	4
2nd Supervisorial District	Total	2	0	0.00 %			
4th Supervisorial District	Total	3341	295	8.83 %	103	173	4
City of Watsonville	Total	3343	295	8.82 %	103	173	4
City of Watsonville - District 6	Total	3343	295	8.82 %	103	173	4
Unincorporated - Unincorporated	Total	3343	295	8.82 %	103	173	4
Pajaro Valley Water Management Agency - Division B	Total	2279	190	8.34 %	65	113	1
Unincorporated - Water Agency sub-district	Total	1064	105	9.87 %	38	60	3
Unincorporated - Water District	Total	3343	295	8.82 %	103	173	4

**1 City of Watsonville
Councilmember - Dist 1**

		Registered Voters	Voters Cast	Turnout (%)	1 EDUARDO MONTESINO	1 Write In
Electionwide	Total	2278	1398	61.37 %	1201	46
CALIFORNIA	Total	2278	1398	61.37 %	1201	46
20th Congressional District	Total	2278	1398	61.37 %	1201	46
17th Senatorial District	Total	2278	1398	61.37 %	1201	46
29th Assembly District	Total	0	0			
30th Assembly District	Total	2278	1398	61.37 %	1201	46
State Board of Equalization - District 2	Total	2278	1398	61.37 %	1201	46
County Board of Education- Trustee Area 6	Total	581	328	56.45 %	279	10
Unincorporated - County Board of Education sub-district	Total	1697	1070	63.05 %	922	36
Cabrillo Community College District- Trustee Area 5	Total	2278	1398	61.37 %	1201	46
Cabrillo Community College District- Trustee Area 7	Total	0	0			
Unincorporated - Unified School District	Total	2278	1398	61.37 %	1201	46
Pajaro Valley Unified School District - Trustee Area 3	Total	783	426	54.41 %	361	18
Unincorporated - Unified School District sub-district	Total	1495	972	65.02 %	840	28
Unincorporated - School District	Total	2278	1398	61.37 %	1201	46
Santa Cruz County	Total	2278	1398	61.37 %	1201	46
2nd Supervisorial District	Total	0	0			
4th Supervisorial District	Total	2278	1398	61.37 %	1201	46
City of Watsonville	Total	2278	1398	61.37 %	1201	46
City of Watsonville - District 1	Total	2278	1398	61.37 %	1201	46
Unincorporated - Unincorporated	Total	2278	1398	61.37 %	1201	46
Unincorporated - Water Agency sub-district	Total	2278	1398	61.37 %	1201	46
Unincorporated - Water District	Total	2278	1398	61.37 %	1201	46

**1 City of Watsonville Councilmember -
Dist 2**

		Registered Voters	Voters Cast	Turnout (%)	1 AURELIO GONZALEZ	1 VANESSA QUIROZ CARTER	1	Write In
Electionwide	Total	2336	1503	64.34 %	765	668	4	
CALIFORNIA	Total	2336	1503	64.34 %	765	668	4	
20th Congressional District	Total	2336	1503	64.34 %	765	668	4	
17th Senatorial District	Total	2336	1503	64.34 %	765	668	4	
30th Assembly District	Total	2336	1503	64.34 %	765	668	4	
State Board of Equalization - District 2	Total	2336	1503	64.34 %	765	668	4	
County Board of Education- Trustee Area 6	Total	2164	1393	64.37 %	720	608	4	
Unincorporated - County Board of Education sub-district	Total	172	110	63.95 %	45	60		
Cabrillo Community College District- Trustee Area 5	Total	2217	1421	64.10 %	707	645	4	
Cabrillo Community College District- Trustee Area 7	Total	119	82	68.91 %	58	23		
Unincorporated - Unified School District	Total	2336	1503	64.34 %	765	668	4	
Pajaro Valley Unified School District - Trustee Area 3	Total	334	198	59.28 %	97	94		
Unincorporated - Unified School District sub-district	Total	2002	1305	65.18 %	668	574	4	
Unincorporated - School District	Total	2336	1503	64.34 %	765	668	4	
Santa Cruz County	Total	2336	1503	64.34 %	765	668	4	
4th Supervisorial District	Total	2336	1503	64.34 %	765	668	4	
City of Watsonville	Total	2336	1503	64.34 %	765	668	4	
City of Watsonville - District 2	Total	2336	1503	64.34 %	765	668	4	
Unincorporated - Unincorporated	Total	2336	1503	64.34 %	765	668	4	
Unincorporated - Water Agency sub-district	Total	2336	1503	64.34 %	765	668	4	
Unincorporated - Water District	Total	2336	1503	64.34 %	765	668	4	

**1 City of Watsonville Councilmember -
Dist 6**

		Registered Voters	Voters Cast	Turnout (%)	1 TONY GOMEZ	1 JIMMY DUTRA	1 Write In
Electionwide	Total	3343	2327	69.61 %	811	1429	11
CALIFORNIA	Total	3343	2327	69.61 %	811	1429	11
20th Congressional District	Total	3343	2327	69.61 %	811	1429	11
17th Senatorial District	Total	3343	2327	69.61 %	811	1429	11
30th Assembly District	Total	3343	2327	69.61 %	811	1429	11
State Board of Equalization - District 2	Total	3343	2327	69.61 %	811	1429	11
County Board of Education- Trustee Area 5	Total	2	1	50.00 %	1		
County Board of Education- Trustee Area 6	Total	1448	1021	70.51 %	336	642	7
Unincorporated - County Board of Education sub-district	Total	1893	1305	68.94 %	474	787	4
Cabrillo Community College District: Trustee Area 5	Total	3341	2326	69.62 %	810	1429	11
Unincorporated - Community College sub-district	Total	2	1	50.00 %	1		
Unincorporated - Unified School District	Total	3343	2327	69.61 %	811	1429	11
Pajaro Valley Unified School District - Trustee Area 6	Total	2	1	50.00 %	1		
Unincorporated - Unified School District sub-district	Total	3341	2326	69.62 %	810	1429	11
Unincorporated - School District	Total	3343	2327	69.61 %	811	1429	11
Santa Cruz County	Total	3343	2327	69.61 %	811	1429	11
2nd Supervisorial District	Total	2	1	50.00 %	1		
4th Supervisorial District	Total	3341	2326	69.62 %	810	1429	11
City of Watsonville	Total	3343	2327	69.61 %	811	1429	11
City of Watsonville - District 6	Total	3343	2327	69.61 %	811	1429	11
Unincorporated - Unincorporated	Total	3343	2327	69.61 %	811	1429	11
Pajaro Valley Water Management Agency - Division B	Total	2279	1565	68.67 %	563	935	8
Unincorporated - Water Agency sub-district	Total	1064	762	71.62 %	248	494	3
Unincorporated - Water District	Total	3343	2327	69.61 %	811	1429	11

**1 City of Watsonville
Councilmember - Dist 1**

		Registered Voters	Voters Cast	Turnout (%)	1 EDUARDO MONTESINO	1 Write In
Electionwide	Total	2278	1638	71.91 %	1400	51
CALIFORNIA	Total	2278	1638	71.91 %	1400	51
20th Congressional District	Total	2278	1638	71.91 %	1400	51
17th Senatorial District	Total	2278	1638	71.91 %	1400	51
29th Assembly District	Total	0	0			
30th Assembly District	Total	2278	1638	71.91 %	1400	51
State Board of Equalization - District 2	Total	2278	1638	71.91 %	1400	51
County Board of Education- Trustee Area 6	Total	581	405	69.71 %	344	11
Unincorporated - County Board of Education sub-district	Total	1697	1233	72.66 %	1056	40
Cabrillo Community College District- Trustee Area 5	Total	2278	1638	71.91 %	1400	51
Cabrillo Community College District- Trustee Area 7	Total	0	0			
Unincorporated - Unified School District	Total	2278	1638	71.91 %	1400	51
Pajaro Valley Unified School District - Trustee Area 3	Total	783	528	67.43 %	447	20
Unincorporated - Unified School District sub-district	Total	1495	1110	74.25 %	953	31
Unincorporated - School District	Total	2278	1638	71.91 %	1400	51
Santa Cruz County	Total	2278	1638	71.91 %	1400	51
2nd Supervisorial District	Total	0	0			
4th Supervisorial District	Total	2278	1638	71.91 %	1400	51
City of Watsonville	Total	2278	1638	71.91 %	1400	51
City of Watsonville - District 1	Total	2278	1638	71.91 %	1400	51
Unincorporated - Unincorporated	Total	2278	1638	71.91 %	1400	51
Unincorporated - Water Agency sub-district	Total	2278	1638	71.91 %	1400	51
Unincorporated - Water District	Total	2278	1638	71.91 %	1400	51

**1 City of Watsonville Councilmember -
Dist 2**

		Registered Voters	Voters Cast	Turnout (%)	1 AURELIO GONZALEZ	1 VANESSA QUIROZ CARTER	1	Write In
Electionwide	Total	2336	1714	73.37 %	874	752	6	
CALIFORNIA	Total	2336	1714	73.37 %	874	752	6	
20th Congressional District	Total	2336	1714	73.37 %	874	752	6	
17th Senatorial District	Total	2336	1714	73.37 %	874	752	6	
30th Assembly District	Total	2336	1714	73.37 %	874	752	6	
State Board of Equalization - District 2	Total	2336	1714	73.37 %	874	752	6	
County Board of Education- Trustee Area 6	Total	2164	1580	73.01 %	816	682	6	
Unincorporated - County Board of Education sub-district	Total	172	134	77.91 %	58	70		
Cabrillo Community College District- Trustee Area 5	Total	2217	1623	73.21 %	810	726	6	
Cabrillo Community College District- Trustee Area 7	Total	119	91	76.47 %	64	26		
Unincorporated - Unified School District	Total	2336	1714	73.37 %	874	752	6	
Pajaro Valley Unified School District - Trustee Area 3	Total	334	223	66.77 %	105	111		
Unincorporated - Unified School District sub-district	Total	2002	1491	74.48 %	769	641	6	
Unincorporated - School District	Total	2336	1714	73.37 %	874	752	6	
Santa Cruz County	Total	2336	1714	73.37 %	874	752	6	
4th Supervisorial District	Total	2336	1714	73.37 %	874	752	6	
City of Watsonville	Total	2336	1714	73.37 %	874	752	6	
City of Watsonville - District 2	Total	2336	1714	73.37 %	874	752	6	
Unincorporated - Unincorporated	Total	2336	1714	73.37 %	874	752	6	
Unincorporated - Water Agency sub-district	Total	2336	1714	73.37 %	874	752	6	
Unincorporated - Water District	Total	2336	1714	73.37 %	874	752	6	

**1 City of Watsonville Councilmember -
Dist 6**

		Registered Voters	Voters Cast	Turnout (%)	1 TONY GOMEZ	1 JIMMY DUTRA	1 Write In
Electionwide	Total	3343	2622	78.43 %	914	1602	15
CALIFORNIA	Total	3343	2622	78.43 %	914	1602	15
20th Congressional District	Total	3343	2622	78.43 %	914	1602	15
17th Senatorial District	Total	3343	2622	78.43 %	914	1602	15
30th Assembly District	Total	3343	2622	78.43 %	914	1602	15
State Board of Equalization - District 2	Total	3343	2622	78.43 %	914	1602	15
County Board of Education- Trustee Area 5	Total	2	1	50.00 %	1		
County Board of Education- Trustee Area 6	Total	1448	1166	80.52 %	382	728	11
Unincorporated - County Board of Education sub-district	Total	1893	1455	76.86 %	531	874	4
Cabrillo Community College District: Trustee Area 5	Total	3341	2621	78.45 %	913	1602	15
Unincorporated - Community College sub-district	Total	2	1	50.00 %	1		
Unincorporated - Unified School District	Total	3343	2622	78.43 %	914	1602	15
Pajaro Valley Unified School District - Trustee Area 6	Total	2	1	50.00 %	1		
Unincorporated - Unified School District sub-district	Total	3341	2621	78.45 %	913	1602	15
Unincorporated - School District	Total	3343	2622	78.43 %	914	1602	15
Santa Cruz County	Total	3343	2622	78.43 %	914	1602	15
2nd Supervisorial District	Total	2	1	50.00 %	1		
4th Supervisorial District	Total	3341	2621	78.45 %	913	1602	15
City of Watsonville	Total	3343	2622	78.43 %	914	1602	15
City of Watsonville - District 6	Total	3343	2622	78.43 %	914	1602	15
Unincorporated - Unincorporated	Total	3343	2622	78.43 %	914	1602	15
Pajaro Valley Water Management Agency - Division B	Total	2279	1755	77.01 %	628	1048	9
Unincorporated - Water Agency sub-district	Total	1064	867	81.48 %	286	554	6
Unincorporated - Water District	Total	3343	2622	78.43 %	914	1602	15

1 President and Vice President

ORDINANCE NO. FINAL ADOPTION (CM)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE ADDING CHAPTER 19 (PARKLETS) OF TITLE 7 (PUBLIC WORKS) OF THE WATSONVILLE MUNICIPAL TO ALLOW FOR PARKLETS WITHIN THE PUBLIC RIGHT OF WAY

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**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATSONVILLE,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. ENACTMENT.

Title 7 (Public Works) of the Watsonville Municipal Code is hereby amended by adding Chapter 19 entitled Parklets to read in words and figures as follows:

CHAPTER 19 — PARKLETS

Sec. 7-19.01 Purpose.

The purpose of a parklet is to enhance the pedestrian ambiance by creating useable outdoor spaces that encourages a sense of community and that provides a tool for economic development.

Sec. 7-19.02 Definitions.

“Parklet” shall mean the extension of the sidewalk and or pedestrian path area to an outdoor temporary curb extension area that includes a small seating or community gathering area or bicycle parking area temporarily constructed over street parking space(s).

Sec. 7-19.03 Permits.

- a) Required. No person shall construct, repair or reconstruct a parklet unless a written encroachment permit has been obtained from the Department of Public Works and Utilities. Parklets will only be permitted on streets with speed limits of twenty five miles per hour or lower in commercial or business areas.
- b) Application: A written application shall be on a form approved by the City Engineer and shall include all requirements set forth in the guidelines for Parklets on file in the Public Works and Utilities Department and in the office of the City Engineer.

Sec. 7-19.04 Construction and design standards.

All work shall be in accordance with the construction and design standards and guidelines for Parklets on file in the Public Works and Utilities Department and in the office of the City Engineer.

No materials shall be used in the construction, repair or reconstruction of any Parklet except as specified by the City Engineer.

Sec. 7-19.05 Operation and maintenance.

Operation and maintenance shall be in accordance with the guidelines for Parklets on file in the Public Works and Utilities Department and in the office of the City Engineer.

Sec. 7-19.06 Inspection, supervision and fees.

All work shall be done under the direction, supervision, inspection services and to the satisfaction of the City Engineer.

Fees shall be charged for permits and inspection services as approved by the Council and on file in the Public Works and Utilities Department.

SECTION 2. PUBLICATION.

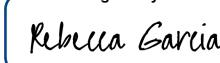
This ordinance shall be published in the Watsonville Register-Pajaronian and/or Santa Cruz Sentinel in compliance with the provisions of the Charter of the City of Watsonville.

SECTION 3. EFFECTIVE DATE.

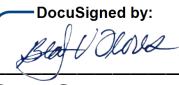
This ordinance shall be in force and take effect thirty (30) days after its final adoption.

The foregoing ordinance was introduced at regular City Council meeting of the City of Watsonville, held on the 10th day of November, 2020, by Mayor Pro Tempore Coffman-Gomez, who moved its adoption, which motion being duly seconded by Member Hernandez, was upon roll call carried and ordered printed and published by the following vote:

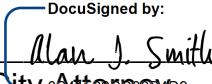
AYES: COUNCIL MEMBERS: **Coffman-Gomez, Estrada, Gonzalez, Hernandez, Hurst, Parker, García**
NOES: COUNCIL MEMBERS: **None**
ABSENT: COUNCIL MEMBERS: **None**

DocuSigned by:

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Rebecca J. García, Mayor

ATTEST:

DocuSigned by:

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City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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City Attorney

**City of Watsonville
Finance Department**



M E M O R A N D U M

DATE: November 23, 2020

TO: Matt Huffaker, City Manager

FROM: Cynthia Czerwin, Administrative Services Director
Marissa Duran, Assistant Finance Director

SUBJECT: Fiscal Year 2020-21 Update

AGENDA ITEM: December 8, 2020 City Council

RECOMMENDATION:

Staff recommends that the Council receive this financial update for Fiscal Year 2020-21, approve by resolution an appropriation of \$1,726,703 into various funds as described in Exhibit "A" attached to the resolution, and create an Internal Service Fund for the Fleet Management Division of the City's Public Works Department.

DISCUSSION:

This Fiscal Year 2020-21 budget was developed and adopted at the earliest stages of this pandemic. At the time of its adoption, we knew and were clear in communicating that many assumptions were based on the experience of the prior recession and that we expected those predictions to be wrong. On September 8, 2020 the Council heard an update with data through June 30, 2020. At that time, it seemed evident that Watsonville's revenues were performing more positively than had been assumed in the budget. With this update, we are making projections with data through the first quarter of the fiscal year, though September 30, 2020. It seems even more evident that the budget assumptions were overly conservative and projected revenues will be closer to the optimistic scenario presented to you in September. The few places where revenue projections vary from the September report will be discussed in more detail below. Furthermore, with that increased revenue has come increased demand for services that the reduced departmental budgets are struggling to handle. As such, we are asking for some increases to departmental budgets to meet the increased needs of the departments. These requests are also detailed below.

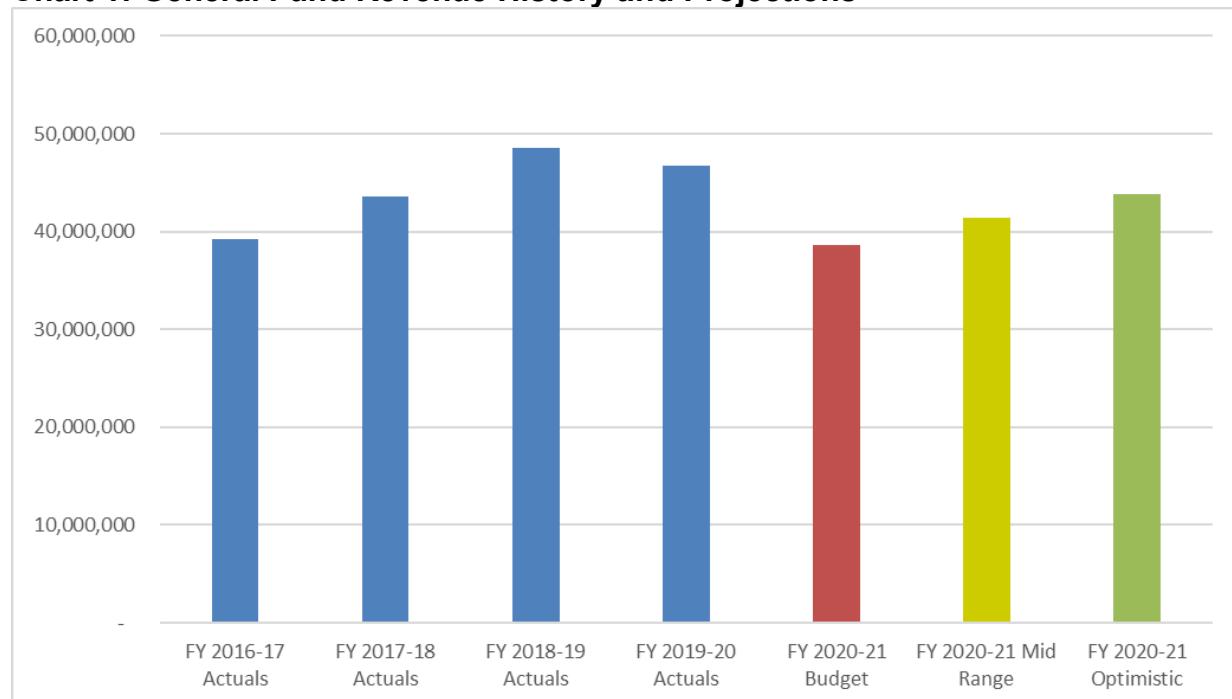
The Council and public should be aware that the situation is still very fluid and can change very quickly. Right now, our key fiscal indicator is sales tax and for that we only have information through June 30. We know that the summer months were marked by a "second wave", the closing of our local public schools, and the ending of extended unemployment benefits. We also are seeing around the nation at this moment record high case, hospitalization, and death counts. As I am writing this, the County and much of the State has just been returned to the purple tier. Much of how the year ends will

depend on what happens in the next few months, which is why we will continually monitor the situation and adjust as necessary.

Revenues:

The revenue projections at the moment are not that different than what was presented in September, leaning toward the optimistic scenario. We as of yet, have no indication that property or utility taxes are being impacted, hotel tax is down about 50% but is a small portion of our overall revenues, and sales tax while down from prior years is not as bad as originally anticipated, more detail below. Overall it seems the General Fund will end the year with less revenue than we have in several years, but approximately \$3-\$5 million better than budgeted depending on sales and tax activity over the next few months.

Chart 1: General Fund Revenue History and Projections



Sales Tax – We now have final sales tax numbers from the “peak” shut down quarter of April through June. When adjusted for economic data, the decline was 6% from the same quarter the prior year. This is much less than expected. There were sharp declines in some expected areas, fuel and service stations (-40%) restaurants and hotels (-24%). However, declines in other areas were more than made up for by increases to allocations from the state and county pools (i.e. online sales) which increased by 55.3%. Part of that is the increase in online sales, but part of the explanation is also due to an increase in our allocation. This quarter we received 22.9% of the County’s allocation where in the prior year it was 21.0%, a nearly 2% increase. Allocations are based on brick and mortal physical sales so as our tourist driven county neighbors have seen a drop in their shopping districts, they are also receiving a decreased share of online sales. While some amount of the shift to online sales will likely be permanent we can also expect our share to decline in the future when tourism and physical shopping returns to our neighboring cities.

While we would like to think that the 6% experience could be our floor through future spikes and closures, that time period of April through June was also marked by support from the stimulus checks, enhanced unemployment benefits, and to some extent panic shopping. A future shut down due to surging cases could result in additional decreases. Our current projections maintain that 6% decline through the end of December and then project a slight recovery through the Spring. Overall, we are now projecting that we will end the year only 1% below last year's numbers. This will roll through all our other sales tax related funds such as Measure Y, Library, and Measure D.

Expenditures:

In order to balance the budget, \$4.4 million was reduced from operating budgets. Just as we have not seen the anticipated revenue declines we have also not seen declines in demand for services. Departments that were reduced are feeling strain in the operations and in their ability to meet that demand. Therefore, we are asking to add some expenditures to help them operate efficiently and respond to customer demands.

- 1- Fire Department Overtime: The Fire Department had strike teams deployed around the state assisting with massive fires for most of July through October. Those requests for mutual aid are reimbursable and requests have been submitted for a total of \$492,759. We are requesting that the reimbursement be allocated to the Department's overtime budget as that is where the bulk of the expenses occurred.
- 2- Community Development Department: The Community Development Department's budget was reduced by 25% after what initially seemed to be a devastating loss of revenues and activity. Since then, demand for the Department's services and therefore their revenues have stabilized. Through the end of September, the Department was seeing revenue only 10% below average. In order to keep up with the demand we are asking to restore a number of the reductions that were made in the budget. We are asking to restore a building inspector position, add salaries for half of an engineer who is currently working in public works but performing many duties reviewing plans and permits, increase contract dollars for inspection and review services, and increases to legal services. Together the proposed increases total \$192,576 and are backed by revenue increases.
- 3- Parks and Community Services: The Parks and Community Services Department budget was perhaps the most impacted this budget cycle, part due to cost saving needs but primarily because their normal activities were and continue to be prohibited under shelter in place restrictions. We had built the Budget with the hope that by September they would be able to start resuming some of their normal activities. With Santa Cruz County's move back into purple tier that remains a distant hope. However, despite the current restrictions the Department has found creative ways to continue to serve the community and needs some financial support to do so. On the Parks side, costs have not decreased, and the Department has been very successful in receiving a number of grants for major capital improvements. To manage parks maintenance and capital needs the Department is asking to upgrade a vacant recreation coordinator position into a Parks Services

Manager position. The cost of cleaning and maintaining park and recreation facilities has increased with COVID so the Department is asking for additional money to support janitorial contracts. We have also seen the Department be incredibly creative in finding ways to celebrate holidays and specials events in spite of restrictions. If you recall the special event division was completely eliminated in the Budget so the Department is asking for some money to support their creative special event efforts. The Department has also partnered with the County to provide the "Excel in Place" camp for children to support distance learning. These costs are backed by revenue from the County. Finally, while we still can't provide the recreation activities we would like to, we would like to use some of the revenue coming in to support our Parks and Community Services Department, so they are better prepared to act efficiently when the time comes. We are asking for a capital allocation to the Department to help them replace some of their aging equipment including vans, trucks, and mowers. In total we are requesting \$249,159 for the Parks and Community Services Department.

We recognize that this is not enough, but with no end to the shelter in place in sight we still have no anticipated date as to when we can restore normal recreation and community events. We hope that by the next Council update, in February we will be bringing a more comprehensive reopening plan for the Department along with additional appropriation requests.

- 4- Innovation and Technology Department: The Innovation and Technology Department has found demand for its services increasing rapidly under COVID conditions. The Department had been struggling before the pandemic but now with increased interest by all departments to move services and information online they are finding themselves further backed up. To be able to respond to Department demands, they are asking for one upgraded position and an additional 2 positions, one which had been reduced during the budget process. They are also asking for funding for consultants to help them triage requests and assist in the completion of some projects. Also, the Department is asking for an additional budget allocation to purchase servers, software, and hardware for programs that had been requested to improve online access, telecommuting, online meetings, and electronic documentation. In total we are asking for \$301,608 for the Department, the cost of this will be shared by the General Fund and the enterprise funds.
- 5- City Clerk: Similar to the IT department, the City Clerk is requesting an increase of \$78,992 to fund software and improvements to assist in the City's processing of documents and running of meetings. This includes everything from Zoom, DocuSign, and upgraded Council agenda software or cloud services needs.
- 6- Police: The Police Department is requesting moving existing funding for new patrol cars from the Narcotics Forfeiture Award Fund to Measure G funds. The Department has a number of Dodge Charger patrol vehicles that have proven to be unreliable and expensive to maintain. They would like to continue their patrol vehicle replacement program but have found that the originally budgeted narcotics forfeiture funds are restricted and they would likely not be able to use them to purchase patrol vehicles. Measure G (Y) has traditionally been used for vehicle

replacement but was reduced this year when it was believed the fund would receive 25% less sales tax. As described above that is no longer the case and Measure G can support these purchases. The Department is requesting to keep spending authority in the narcotics fund for specialized equipment.

7- Public Works: The Public Works department is not asking for additional appropriation. They are however asking for the creation of a new internal services fund for the Fleet Management Division. This division is the City's vehicle and equipment maintenance shop. It maintains vehicles and equipment across all City departments primarily the utilities but also the Airport, Parks, Police and Fire. The Department recently completed a fleet management study, one of the recommendations was the creation of the Internal Service Fund. The Fleet Management Division has previously been housed within the General Fund and this year was moved to the Solid Waste Fund. As it truly does serve all departments of the City, we think an internal service fund is a more accurate account. As more of the results and recommendations of the study are reviewed and implemented we do anticipate requesting additional appropriations and changes at a later date.

A summary of all the proposed appropriations by fund is presented below in Table 1. Details can be found in Attachment 1.

Table 1: Summary of Requested Budget Changes

Fund	Expenditures	Revenues	Balance
General Fund	1,172,253	718,335	(453,918)
Information Services Fund	301,608	301,608	-
Sewer	55,044		(55,044)
Water	44,879		(44,879)
Airport	10,888		(10,888)
Solid Waste	32,031		(32,031)
Measure G (Y) Police	110,000		(110,000)
Total	1,726,703	1,019,943	(706,760)

Next Steps

Another update will be presented to Council at the February 23rd meeting. At that time, we will present the finalized FY 2019-20 Comprehensive Annual Financial Report (CAFR) for adoption, present a mid-year budget report for FY 2020-21, and provide a preliminary 5-year outlook starting with FY 2021-22 to begin the next year's budget process.

STRATEGIC PLAN:

The report above meets strategic plan goal number 2 by keep the Council and the public informed as to the status of the City's finances during the midst of this recession and pandemic.

FINANCIAL IMPACT:

The recommended appropriations total \$1,726,703 and are funded with \$1,019,943 in revenues. The remaining requests are being funded with anticipated sales tax

revenues for the General Fund and Measure Y and by fund balances or additional revenues in the case of the enterprise funds.

ALTERNATIVES:

Council may choose to accept some, all, or none of the recommendations before them.

ATTACHMENTS:

None.

cc: City Attorney

RESOLUTION NO._____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE AMENDING THE 2020-2021 BUDGET TO AUTHORIZE
\$1,726,703 BUDGET APPROPRIATION INTO VARIOUS FUNDS**

Amends Resolution No. 113-20 (CM)

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 113-20 (CM) adopting the Final Budget for the City of Watsonville for fiscal year 2020-2021; and

WHEREAS, the FY2020-2021 budget was developed and adopted at the earliest stages of this pandemic; and

WHEREAS, in order to balance the budget, \$4.4 million was reduced from operating budgets; and

WHEREAS, on September 8, 2020, the Council heard a budget update with data through June 30, 2020; and

WHEREAS, City staff is recommending for some increases to departmental budgets to meet increases in demand for services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

That the City Council hereby authorizes certain budget appropriations for fiscal year 2020-2021, as fully described on Exhibit "A," attached hereto and incorporated herein for fiscal year ending June 30, 2021.

Attachment 1: Recommended Appropriation Details December 8, 2020

Category	Item	Dept.	Type	Fund	Org	Object	Project	Acct. Description	FY 20-21 Amount	Explanation
1	1	Fire	Expense	0150	450	7012		Overtime	492,759	Expected Reimbursements for Strike Team
		Fire	Revenue	0150	450	5895		Other Revenue	492,759	Expected Reimbursements for Strike Team
	2	CDD	Expense	0150	315	7011		Regular Salaries & Wages	38,731	
		CDD	Expense	0150	315	7038		Retirement Plan Charges	8,872	0.5 FTE assistant engineer salary and benefits
		CDD	Expense	0150	315	7062		Group Health Insurance	7,065	
		CDD	Expense	0150	315	7066		Social Security	2,986	
2	3	CDD	Expense	0150	315	7011		Regular Salaries & Wages	28,977	
		CDD	Expense	0150	315	7038		Retirement Plan Charges	6,665	0.33FTE building inspector, start Feb.
		CDD	Expense	0150	315	7062		Group Health Insurance	7,065	
		CDD	Expense	0150	315	7066		Social Security	2,217	
	4	CDD	Expense	0150	315	7309		Reimbursable Consultation Svcs	70,000	CSG contract increase
	5	CDD	Expense	0150	315	7303		Legal Services	20,000	Legal services
	6	CDD	Revenue	0150	315	5131		Planning Permits	72,576	Anticipated CDD Revenue
	7	CDD	Revenue	0150	315	5211		Engineering Permit fees	20,000	Anticipated CDD Revenue
	8	CDD	Revenue	0150	315	5242		Building Permit Fees	100,000	Anticipated CDD Revenue
	9	PCS	Expense	0150	690	7011		Regular Salaries & Wages	1,272	Upgrade vacant rec. coordinator to Parks Services Manager
3		PCS	Expense	0150	690	7038		Retirement Plan Charges	293	
		PCS	Expense	0150	690	7066		Social Security	95	
	10	PCS	Expense	0150	690	7344		Special Events	30,000	misc. special events
	11	PCS	Expense	0150	690	7361		Other Contract Services	22,000	janitorial increases
	12	PCS	Expense	0150	691	7021	09038	Temporary and Casual Wages	21,500	Excel in place
	13	PCS	Expense	0150	691	7533	09038	Specialized Dept Materials	4,000	Excel in place
	14	PCS	Revenue	0150	691	5895	09038	Other Revenue	33,000	Excel in place revenues
	15	PCS	Expense	0150	901	7805	14478	Capital	170,000	Vehicle and equipment replacement,
	16	IT	Expense	0790	285	7225		Computer Software	52,500	Servers
	17	IT	Expense	0790	285	7226		Computer Hardware	8,000	Licenses
	18	IT	Expense	0790	285	7360		Hosted Services	42,360	Google SADA retention, mobileIron, servers
	19	IT	Expense	0790	285	7361		Other Contract Services	100,000	Consultant help
	20	IT	Expense	0790	285	7011		Regular Salaries & Wages	3,108	Upgrad Information Technology Specialist
		IT	Expense	0790	285	7038		Retirement Plan Charges	715	
		IT	Expense	0790	285	7066		Social Security	232	
	21	IT	Expense	0790	285	7011		Regular Salaries & Wages	31,161	0.33FTE IT Analyst II, start Feb.
		IT	Expense	0790	285	7038		Retirement Plan Charges	7,167	
		IT	Expense	0790	285	7066		Social Security	2,322	
		IT	Expense	0790	285	7062		Group Health Insurance	4,663	
	22	IT	Expense	0790	285	7011		Regular Salaries & Wages	34,280	0.33FTE Senior IT Analyst, start Feb.
		IT	Expense	0790	285	7038		Retirement Plan Charges	7,884	
		IT	Expense	0790	285	7066		Social Security	2,554	
		IT	Expense	0790	285	7062		Group Health Insurance	4,663	
	23	Sewer	Expense	0710	530	7721		Cost Allocation Plan Charges	55,044	IT cost allocation

Category	Item	Dept.	Type	Fund	Org	Object	Project	Acct. Description	FY 20-21 Amount	Explanation
	24	Water	Expense	0720	596	7721		Cost Allocation Plan Charges	44,879	IT cost allocation
	25	Airport	Expense	0730	560	7721		Cost Allocation Plan Charges	10,888	IT cost allocation
	26	Solid Waste	Expense	0740	570	7721		Cost Allocation Plan Charges	32,031	IT cost allocation
	27	Non Dept	Expense	0150	280	7721		Cost Allocation Plan Charges	158,767	IT cost allocation
	28	IT	Revenue	0790	285	5289		Cost Allocation Reimbursement	301,608	IT cost allocation
5	29	City Clerk	Expense	0150	160	7360		Hosted Services	78,992	Increase costs for hosted services
6	30	Police	Expense	0310	967	7805	14520	Patrol Vehicle Replacement	110,000	Moving vehicles from Narcotics fund to Measure G
	31	Police	Expense	0825	992	7805	14520	Patrol Vehicle Replacement	(110,000)	Moving vehicles from Narcotics fund to Measure G
	32	Police	Expense	0825	426	7813		Specialized Dept. Equipment	110,000	narcotics fund to be used for specialized equip