

**TRES HERMANOS CONSERVATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING**

**SEPTEMBER 15, 2021 AGENDA
6:00 p.m.**

**CITY OF DIAMOND BAR
21810 COPLEY DR.
DIAMOND BAR, CALIFORNIA**

**Chair, Ray Marquez
Vice-Chair, Cathy Marcucci
Director, Nancy Lyons
Director, Cory Moss
Director, Peter Rogers
Director, Newell Ruggles
Director, Steve Tye**

Addressing the Authority:

NOTICE OF TELEPHONIC/IN PERSON MEETING:

Pursuant to Section 3. of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Tres Hermanos Conservation Authority shall be held telephonically and in person in the Windmill Room, City of Diamond Bar City Hall. Directors and limited staff may be physically present for this meeting. If you would like to attend the meeting in person, please note that face coverings are required to be worn at all times.

How to Observe the Meeting:

Members of the public who wish to listen ONLY may join the meeting by calling the following conference call number: +1 (562) 247-8422 and entering the Access Code: 120-147-247.

How to Submit Public Comment:

Members of the public may provide public comment by sending written comments to the Authority Clerk by email at cityclerk@DiamondBarCA.gov by 5:00 p.m. on the day of the meeting. Please indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Authority Directors and noted for the record at the meeting.

Alternatively, public comment may be submitted by logging onto the meeting through this link: <https://attendee.gotowebinar.com/register/1884108149651330574>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda, and will be asked to state their name and agenda item they wish to comment on.

Copies of staff reports or other written documentation relating to agenda items are on file in the Office of the City Clerk at Diamond Bar City Hall, and are available for public inspection. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the Authority Secretary at (909) 839-7010 during regular business hours.

In an effort to comply with the requirements of Title II of the Americans with Disabilities Act of 1990, the Tres Hermanos Conservation Authority requires that any person in need of any type of special equipment, assistance or accommodation(s) in order to communicate at a public meeting, must inform the Authority Secretary a minimum of 72 hours prior to the scheduled meeting.

1. CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL**

- 2. PUBLIC COMMENTS:** At this time, members of the public may address the Authority regarding any items within the subject matter jurisdiction of the Authority provided NO action or discussion may be taken on any item not appearing on the agenda, except the Authority may BRIEFLY respond to statements made or questions posed. Comments are limited to five minutes per Speaker.

3. CONSENT CALENDAR:

- 3.1 Minutes of the July 21, 2021 Regular Meeting.

Recommended Action:

Approve the July 21, 2021 Regular Tres Hermanos Conservation Authority meeting minutes.

- 3.2 Payment Register.

Recommended Action:

That the Authority receive and file the payment registers for the months of June and July 2021.

- 3.3 Treasurer's Report for the Months Ended June 30, 2021 and July 31, 2021.

Recommended Action:

That the Authority receive and file the Treasurer's Reports for the months ended June 30, 2021, and July 31, 2021.

4. OLD BUSINESS:

There is none.

5. NEW BUSINESS:

- 5.1 Reimbursement Agreements with City of Industry and Diamond Bar for Property Maintenance Services.

Recommended Action:

It is recommended that the Board of Directors approve, and authorize the

Chair to sign, the Reimbursements Agreements for property maintenance services with the City of Industry and Diamond Bar.

5.2 Purchasing Authority for the Executive Director.

Recommended Action:

Adopt Resolution No. THCA 2021-05 entitled: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY ESTABLISHING THE EXECUTIVE DIRECTORS SIGNING AUTHORITY IN AN AMOUNT UP TO AND INCLUDING \$25,000."

6. AUTHORITY DIRECTOR COMMENTS:

7. ADJOURNMENT:

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 3.1**

Date: September 15, 2021
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Minutes of the July 21, 2021 Regular Meeting.

Recommendation:

Approve the July 21, 2021 Regular Tres Hermanos Conservation Authority meeting minutes.

Background/Analysis:

Attached for Board review and approval are the minutes of the July 21, 2021 Tres Hermanos Conservation Authority meeting.

Respectfully Submitted,**Reviewed By,**

Kristina Santana

Kristina Santana, City Clerk

9/2/2021

Daniel Fox

Daniel Fox, City Manager

9/3/2021

Attachments:

1. July 21, 2021 Tres Hermanos Conservation Authority Minutes

TRES HERMANOS CONSERVATION AUTHORITY
 REGULAR BOARD OF DIRECTORS MEETING MINUTES
 DIAMOND BAR, CALIFORNIA
 JULY 21, 2021
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1. CALL TO ORDER

The Regular Meeting of the Tres Hermanos Conservation Authority was called to order by Chair Marquez at 6:00 p.m.

Chair Marquez stated that consistent with COVID-19 regulations, all Directors and staff participated via teleconference and there was no physical location for public attendance and the Public was invited to join the meeting online or by phone at the numbers printed on the agenda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Director Cory Moss.

ROLL CALL

Directors in attendance in Windmill Room: Director Steve Tye

Directors in attendance telephonically:
 Director Nancy Lyons
 Director Cory Moss
 Director Peter Rogers
 Director Newell Ruggles
 Vice-Chair Cathy Marcucci
 Chair Ray Marquez

Staff in attendance in Windmill Room: Dan Fox, Executive Director; Ben Montgomery, Deputy Executive Director; Sam Pedroza, City of Industry Public Affairs Manager; Kristina Santana, Authority Secretary

Staff in attendance in telephonically: Tracy Egoscue, Authority Counsel; Joshua Nelson, Industry Director of Public Works/City Engineer/Assistant City Manager

2. PUBLIC COMMENTS: None

3. CONSENT CALENDAR

3.1 MINUTES OF THE JUNE 16, 2021 REGULAR MEETING.

TRES HERMANOS CONSERVATION AUTHORITY
 REGULAR BOARD OF DIRECTORS MEETING MINUTES
 DIAMOND BAR, CALIFORNIA
 JULY 21, 2021
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RECOMMENDED ACTION: *Approve the June 16, 2021
Regular Tres Hermanos Conservation Authority meeting minutes.*

3.2 PAYMENT REGISTER.

RECOMMENDED ACTION: *Receive and file the
payment register for the month of May 2021.*

3.3 TREASURER'S REPORT FOR THE MONTH ENDED MAY 31, 2021.

RECOMMENDED ACTION: *Receive and file the
Treasurer's Report for the month ended May 31, 2021.*

**3.4 AUTHORIZATION TO REIMBURSE CITY OF INDUSTRY FOR WEED
ABATEMENT SERVICES.**

RECOMMENDED ACTION: *Approve the City of
Industry's invoice for weed abatement services in the amount of
\$27,726.88.*

MOTION BY DIRECTOR ROGERS AND SECOND BY DIRECTOR MOSS TO
APPROVE THE CONSENT CALENDAR. MOTION CARRIED 7-0 BY THE
FOLLOWING VOTE:

AYES:	DIRECTORS:	LYONS, MOSS, ROGERS, RUGGLES, TYE, VC/MARCUCCI, CHAIR/MARQUEZ
NOES:	DIRECTORS:	NONE
ABSENT:	DIRECTORS:	NONE
ABSTAIN:	DIRECTORS:	NONE

4. OLD BUSINESS

There was none.

5. NEW BUSINESS

There was none.

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REGULAR BOARD OF DIRECTORS MEETING MINUTES
DIAMOND BAR, CALIFORNIA
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6. AUTHORITY DIRECTOR COMMENTS:

There were none.

CM/Fox thanked Troy Helling for his efforts and participation with the Authority on the occasion of his retirement and congratulated Joshua Nelson on his appointment as the new Industry City Manager who will become the Authority's Administrative Director beginning in August.

Chair/Marquez thanked Troy Helling for his participation and welcomed Joshua Nelson to the Authority.

- 7. ADJOURNMENT:** There being no further business, Chair Ray Marquez adjourned the Tres Hermanos Conservation Authority at 6:05 p.m. to Wednesday, August 18th, 2021 at 6:00 p.m.

RAY MARQUEZ
CHAIR

KRISTINA SANTANA
AUTHORITY SECRETARY

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.2

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 3.2

Date: September 15, 2021
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Payment Register

Recommendation:

That the Authority receive and file the payment registers for the months of June and July 2021.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.2 Disbursements, the warrants and wire transfers of the Authority should be periodically reviewed by the Board.

Attached for your review are the payment registers for the months of June and July 2021. These payments may include the following types: automatic clearing house (ACH), electronic funds transfer (EFT), and paper check. ACH payments have a five-digit number starting with a "2", EFT payments have a five-digit number starting with a "1", and paper checks have a four-digit number.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar

Christina Buhagiar, Treasurer 9/2/2021

Daniel Fox

Daniel Fox, City Manager 9/3/2021

Attachments:

1. THCA Payment Register - June 2021
2. THCA Payment Register - July 2021

Tres Hermanos Conservation Authority

Payment Register

From 6/1/2021 to 6/30/2021

#	DATE	VENDOR NAME	INVOICE #	DESCRIPTION	RETENTION	INVOICE AMT
5012	6/16/2021	CITY OF INDUSTRY	2021-00000013	MAR21 WEED ABATEMENT		\$3,307.23
				TOTAL		\$3,307.23
5013	6/16/2021	EGOSCUE LAW GROUP, INC.	13140	MAY21 LEGAL SERVICES		\$262.50
				TOTAL		\$262.50
5014	6/30/2021	C & C ENGINEERING, INC.	CLERICAL ISSUE	FEB21-MAY21 PROFESSIONAL SERVICES		VOID
5015	6/30/2021	CITY OF CHINO HILLS	CLERICAL ISSUE	WATER 5/13/21-6/10/21		VOID
5016	6/30/2021	CITY OF CHINO HILLS	CLERICAL ISSUE	FEB-APR21 CHINO HILLS STAFF TIME		VOID
5017	6/30/2021	C & C ENGINEERING, INC.	502934A	FEB21 PROFESSIONAL SERVICES		\$710.00
	6/30/2021	C & C ENGINEERING, INC.	502935A	MAR21 PROFESSIONAL SERVICES		\$1,065.00
	6/30/2021	C & C ENGINEERING, INC.	502936A	APR21 PROFESSIONAL SERVICES		\$2,267.50
	6/30/2021	C & C ENGINEERING, INC.	503173	MAY21 PROFESSIONAL SERVICES		\$601.25
				TOTAL		\$4,643.75
5018	6/30/2021	CITY OF CHINO HILLS	443305-145357/061421	WATER 5/13/21-6/10/21		\$311.26
				TOTAL		\$311.26
5019	6/30/2021	CITY OF CHINO HILLS	1066	FEB-APR21 CHINO HILLS STAFF TIME		\$2,386.20
				TOTAL		\$2,386.20
5020	6/30/2021	INDUSTRY SECURITY SERVICES, INC	14-25428A	SECURITY - MAY 2021		\$3,198.14
				TOTAL		\$3,198.14
TOTAL						\$14,109.08

Note: The payments above may include the following types: automatic clearing house (ACH), electronic funds transfer (EFT), and paper check. ACH payments have a five-digit number starting with a "2", EFT payments have a five-digit number starting with a "1", and paper checks have a four-digit number.

Tres Hermanos Conservation Authority

Payment Register

From 7/1/2021 to 7/31/2021

#	DATE	VENDOR NAME	INVOICE #	DESCRIPTION	RETENTION	INVOICE AMT
5021	7/14/2021	ALLIANT INSURANCE SERVICES, INC.	ACIP311	FY 21/22 CRIME INSURANCE POLICY		\$1,654.00
				TOTAL		\$1,654.00
5022	7/14/2021	EGOSCUE LAW GROUP, INC.	13172	JUN21 LEGAL SERVICES		\$700.00
				TOTAL		\$700.00
5023	7/14/2021	SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS	20210626TH	MAY21 WEED ABATEMENT		\$1,200.00
	7/14/2021	SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS	20210628TH	JUN21 WEED ABATEMENT		\$2,640.00
				TOTAL		\$3,840.00
TOTAL						\$6,194.00

Note: The payments above may include the following types: automatic clearing house (ACH), electronic funds transfer (EFT), and paper check. ACH payments have a five-digit number starting with a "2", EFT payments have a five-digit number starting with a "1", and paper checks have a four-digit number.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.3

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 3.3

Date: September 15, 2021
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Treasurer's Report for the Months Ended June 30, 2021 and July 31, 2021.

Recommendation:

That the Authority receive and file the Treasurer's Reports for the months ended June 30, 2021, and July 31, 2021.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.3 Accounts, the Treasurer must verify and report in writing, at least quarterly, the amount of money held for the Authority, the amount of interest earnings, revenues, and expenditures since the last report.

Attached for your information are the Treasurer's Reports for the months ended June 30, 2021, and July 31, 2021.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar

Christina Buhagiar, Treasurer

9/2/2021

Daniel Fox

Daniel Fox, City Manager

9/3/2021

Attachments:

1. Treasurer's Report - June 2021
2. Treasurer's Report - July 2021

Tres Hermanos Conservation Authority
Treasurer's Report
For the Month Ended June 30, 2021

Description	Cost Value	Market Value	Interest/ Book Yield	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Citizens Business Bank - Premium Money Market LAIF Account	\$ 42,211	\$ 42,211	0.02%	n/a	25.19%
	125,362	125,372	0.26%	n/a	74.81%
Total Investment Portfolio	\$ 167,573	\$ 167,583			100.00%

Blended Yield of Cash and Investments 0.20%

Benchmarks:	
LAIF	0.26%
6mo U.S. Treasury	0.06%
2yr U.S. Treasury	0.25%
5yr U.S. Treasury	0.87%

I hereby certify that the investments are in compliance with the investment policy adopted by the the Board of Directors. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.



Christina Buhagiar
Treasurer

Tres Hermanos Conservation Authority
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Month Ended June 30, 2021

	<u>Budget 2020/21</u>	<u>June 2021</u>	<u>Fiscal Year To Date 2020/21</u>	<u>% of Budget Used</u>
Revenues:				
Investment Interest	\$ -	\$ 1	\$ 425	-
Rental Income	8,100	675	8,100	100%
Contributions from Member Agencies	248,488	-	248,488	100%
Reimbursements	-	68	385	-
Total Revenues	<u>256,588</u>	<u>744</u>	<u>257,398</u>	<u>100%</u>
Expenditures:				
Contractual Services	133,478	7,951	65,951	49%
Legal Services	20,004	263	6,750	34%
Legal Services - Extraordinary	66,000	-	1,205	2%
Security Services	37,815	3,198	33,480	89%
Professional Services	35,220	2,386	29,633	84%
Office Supplies & Software	2,005	-	1,155	58%
Utilities	3,650	311	3,971	109%
Total Expenditures	<u>298,172</u>	<u>14,109</u>	<u>142,145</u>	<u>48%</u>
Excess of Revenues Over/(Under) Expenditures	<u>\$ (41,584)</u>	<u>\$ (13,365)</u>	<u>\$ 115,253</u>	
Fund Balances:				
Beginning of Fiscal Year, Revised			\$ 41,584	
Excess of Revenues Over/(Under) Expenditures			115,253	
As of June 30, 2021			<u>\$ 156,837</u>	A
Fund Balances by City:				
Chino Hills			\$ 54,214	
Diamond Bar			35,459	
Industry			67,164	
Total Fund Balances by City			<u>\$ 156,837</u>	

A The ending fund balance in the amount of \$156,836.85 includes \$10,755.35 in outstanding checks that are not included in the bank balance of \$167,573.11. The \$19.09 difference is the net of the tenant's unpaid water utility (\$33.99) and remaining credit on account (-\$14.90).

Tres Hermanos Conservation Authority
Treasurer's Report
For the Month Ended July 31, 2021

Description	Cost Value	Market Value	Interest/ Book Yield	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Citizens Business Bank - Premium Money Market LAIF Account	\$ 108,964	\$ 108,964	0.02%	n/a	46.48%
	125,466	125,477	0.22%	n/a	53.52%
Total Investment Portfolio	\$ 234,430	\$ 234,441			100.00%

Blended Yield of Cash and Investments 0.13%

Benchmarks:	
LAIF	0.22%
6mo U.S. Treasury	0.05%
2yr U.S. Treasury	0.19%
5yr U.S. Treasury	0.69%

I hereby certify that the investments are in compliance with the investment policy adopted by the the Board of Directors. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.



Christina Buhagiar
Treasurer

Tres Hermanos Conservation Authority
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Month Ended July 31, 2021

	<u>Budget 2021/22</u>	<u>July 2021</u>	<u>Fiscal Year To Date 2021/22</u>	<u>% of Budget Used</u>
Revenues:				
Investment Interest	\$ -	\$ 1	\$ 1	-
Fair Market Value Adjustment	-	(11)	(11)	-
Rental Income	11,700	675	675	6%
Contributions from Member Agencies	241,755	241,755	241,755	100%
Reimbursements	4,000	-	-	-
Total Revenues	<u>257,455</u>	<u>242,420</u>	<u>242,420</u>	<u>94%</u>
Expenditures:				
Contractual Services	182,864	-	-	0%
Legal Services	6,900	-	-	0%
Security Services	43,090	-	-	0%
Professional Services	51,615	1,654	1,654	3%
Office Supplies & Software	5,580	-	-	0%
Utilities	4,000	430	430	11%
Total Expenditures	<u>294,049</u>	<u>2,084</u>	<u>2,084</u>	<u>1%</u>
Excess of Revenues Over/(Under) Expenditures	<u>\$ (36,594)</u>	<u>\$ 240,336</u>	<u>\$ 240,336</u>	
Fund Balances:				
Estimated Beginning of Fiscal Year *			\$ 103,592	
Excess of Revenues Over/(Under) Expenditures			240,336	
Estimated as of July 31, 2021			<u>\$ 343,928</u> A	
Estimated Fund Balances by City:				
Chino Hills			\$ 115,147	
Diamond Bar			110,253	
Industry			118,528	
Estimated Fund Balances by City			<u>\$ 343,928</u>	

A The estimated ending fund balance in the amount of \$343,928 differs from the bank balance of \$234,430. The \$109,498 difference is the net of various year end transactions and adjustments: (\$3,840) outstanding check; \$162,601 of unpaid contributions from member agencies; (\$49,250) of A/P invoices recorded for FY 20-21; and (\$13) remaining credit on tenant's account.

* The Estimated Beginning Fiscal Year Fund Balance will continue to fluctuate until the Fiscal Year 2020/21 audit is finalized at the end of January 2022.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 5.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 5.1**

Date: September 15, 2021
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: REIMBURSEMENT AGREEMENTS WITH CITY OF INDUSTRY AND DIAMOND BAR FOR PROPERTY MAINTENANCE SERVICES.

Recommendation:

It is recommended that the Board of Directors approve, and authorize the Chair to sign, the Reimbursements Agreements for property maintenance services with the City of Industry and Diamond Bar.

Background/Discussion:

Section 4.1 of the Amended and Restated Joint Powers Agreement (JPA) provides for all property maintenance responsibilities to be shared equally amongst its Members. As part of these on-going property maintenance responsibilities of the Tres Hermanos Ranch, the Authority has utilized the services of Los Angeles County for weed abatement and pest management services. These services have been provided through the City of Industry's General Services Agreement (GSA) with LA County. The Authority has then reimbursed the City of Industry for the services that have been performed on behalf of the Authority.

Staff has researched the possibility of entering into a GSA directly with Los Angeles County for the needed property maintenance services. However, it appears that they are precluded from entering in an Agreement directly with the Authority by their Charter and can only enter into such an Agreement with other cities.

Both the City of Industry and Diamond Bar have GSAs with Los Angeles County. Absent a formal Agreement with LA County, the proposed Reimbursement Agreements would provide clarity, flexibility and the authorization for each City to be reimbursed for any costs incurred for property maintenance services that were rendered to the Authority through their respective GSAs.

All property maintenance services would be subject to Authority budget approval, and a scope of work to be approved prior to commencing and services.

Therefore, it is recommended that the Authority approve and authorize the Chair to sign, the Reimbursement Agreements with the City of Industry and Diamond Bar. If approved, the Agreements would be presented to each of the respective City's for separate consideration and action.

Fiscal Impact:

None. Any expenses subject to the Reimbursement Agreement would be a budgeted expense previously authorized by the Authority Board of Directors.

Legal Review:

The Authority General Counsel has reviewed and approved the Reimbursement Agreements as to form.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar

Christina Buhagiar, Treasurer 9/3/2021

Daniel Fox

Daniel Fox, City Manager 9/3/2021

Attachments:

- 1. REIMBURSEMENT AGREEMENT - INDUSTRY LA COUNTY GSA
- 2. REIMBURSEMENT AGREEMENT - DIAMOND BAR LA COUNTY GSA

REIMBURSEMENT AGREEMENT FOR PAYMENT OF PROPERTY MAINTENANCE SERVICES

THIS REIMBURSEMENT AGREEMENT FOR PAYMENT OF PROPERTY MAINTENANCE SERVICES (this "Agreement"), dated _____, 2021 (the "Effective Date"), is between the CITY OF INDUSTRY ("CITY") and the TRES HERMANOS CONSERVATION AUTHORITY, a joint powers authority ("AUTHORITY"), who are referred collectively herein as the "Parties".

BACKGROUND

A. The AUTHORITY owns approximately 2,445 acres known as the Tres Hermanos Ranch, which requires a variety of property maintenance services, including but not limited to, weed abatement and pest control services ("Services"), which pursuant to Section 4.1 of the Amended and Restated Joint Powers Agreement (JPA) are to be shared equally amongst its Members.

B. The County of Los Angeles (COUNTY) provides such Services to cities located within Los Angeles County upon entering into a General Services Agreement (GSA).

C. COUNTY has informed AUTHORITY that it is precluded by its charter from entering into a GSA with AUTHORITY for performance of the Services, but is permitted to enter into such a contract with CITY.

D. CITY has separately entered into a GSA with COUNTY to provide similar property maintenance services.

E. CITY is a member of AUTHORITY joint powers authority.

F. For the convenience of the AUTHORITY, CITY has expressed its willingness to contract with COUNTY under CITY'S GSA which COUNTY will perform the Services and CITY will pay COUNTY for such Services (the "Services Contract"); provided that CITY is reimbursed in full by AUTHORITY for payments made to COUNTY under the Services Contract.

G. AUTHORITY is willing to reimburse CITY for all such costs.

AGREEMENT

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. CITY and COUNTY Contract. CITY agrees to enter into a Services Contract with COUNTY to perform the Services. Prior to entering into the Services Contract, CITY shall coordinate with AUTHORITY to define the scope of the Services to be performed and the price paid to the COUNTY thereunder. AUTHORITY shall provide CITY with its written approval of the Services Contract prior to CITY's execution thereof.

2. Reimbursement for the Services Contract. CITY shall be entitled to reimbursement for all payments made under the Services Contract. CITY shall submit an invoice for any payments made under the Services Contract to the AUTHORITY, along with a copy of the COUNTY invoice for which it is being reimbursed. AUTHORITY shall pay such invoice within 30 days of receipt.

3. Notice. Any notice either Party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such Party at the time the notice is delivered to the following addresses:

To CITY: City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
Attn: City Manager

To AUTHORITY: Tres Hermanos Conservation Authority
C/O Chino Hills City Clerk
14000 City Center Dr
Chino Hills, CA 91709
Attn: Executive Director

4. Termination.

a. Unless otherwise agreed to by the Parties by way of a written amendment, this Agreement shall expire on its own terms upon the same date that the GSA between the COUNTY and CITY terminates, no matter the reason. AUTHORITY shall reimburse CITY for any outstanding authorized costs incurred for services up to the effective date of the terminated GSA.

b. CITY or AUTHORITY may terminate this Agreement at any time by providing 30-day notice to the other Party. AUTHORITY shall reimburse CITY for any outstanding authorized costs incurred for services up to the effective date of the termination.

5. Miscellaneous.

a. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

b. This Agreement shall extend to and be binding upon the legal representatives, heirs, executors, administrators and the permitted assigns of the Parties hereto. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees.

c. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

d. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

e. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

f. AUTHORITY agrees to defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any claims, causes of action, suits, losses or liabilities ("Claims") including without limitation, reasonable attorneys' fees and other costs of litigation, of every nature arising of or in connection with the Services Contract, save and except those Claims which arise out of CITY's own active negligence or willful misconduct. This indemnity provision shall survive termination of the Agreement.

In Witness Whereof, the Parties have executed this Agreement the day and year set forth above.

CITY:

AUTHORITY:

CITY OF INDUSTRY

TRES HERMANOS
CONSERVATION AUTHORITY

By: _____
Cory Moss, Mayor

By: _____
Ray Marquez, Chair

ATTEST:

ATTEST:

By: _____
Julie Gutierrez-Robles,
City Clerk

By: _____
Kristina Santana,
Authority Secretary

Approved as to form:

Approved as to form:

By: _____
James M. Casso
City Attorney

By: _____
Tracy J. Egoscue
Authority General Counsel

REIMBURSEMENT AGREEMENT FOR PAYMENT OF PROPERTY MAINTENANCE SERVICES

THIS REIMBURSEMENT AGREEMENT FOR PAYMENT OF PROPERTY MAINTENANCE SERVICES (this "Agreement"), dated _____, 2021 (the "Effective Date"), is between the CITY OF DIAMOND BAR ("CITY") and the TRES HERMANOS CONSERVATION AUTHORITY, a joint powers authority ("AUTHORITY"), who are referred collectively herein as the "Parties".

BACKGROUND

A. The AUTHORITY owns approximately 2,445 acres known as the Tres Hermanos Ranch, which requires a variety of property maintenance services, including but not limited to, weed abatement and pest control services ("Services"), which pursuant to Section 4.1 of the Amended and Restated Joint Powers Agreement (JPA) are to be shared equally amongst its Members.

B. The County of Los Angeles (COUNTY) provides such Services to cities located within Los Angeles County upon entering into a General Services Agreement (GSA).

C. COUNTY has informed AUTHORITY that it is precluded by its charter from entering into a GSA with AUTHORITY for performance of the Services, but is permitted to enter into such a contract with CITY.

D. CITY has separately entered into a GSA with COUNTY to provide similar property maintenance services.

E. CITY is a member of AUTHORITY joint powers authority.

F. For the convenience of the AUTHORITY, CITY has expressed its willingness to contract with COUNTY under CITY'S GSA which COUNTY will perform the Services and CITY will pay COUNTY for such Services (the "Services Contract"); provided that CITY is reimbursed in full by AUTHORITY for payments made to COUNTY under the Services Contract.

G. AUTHORITY is willing to reimburse CITY for all such costs.

AGREEMENT

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. CITY and COUNTY Contract. CITY agrees to enter into a Services Contract with COUNTY to perform the Services. Prior to entering into the Services Contract, CITY shall coordinate with AUTHORITY to define the scope of the Services to be performed and the price paid to the COUNTY thereunder. AUTHORITY shall provide CITY with its written approval of the Services Contract prior to CITY's execution thereof.

2. Reimbursement for the Services Contract. CITY shall be entitled to reimbursement for all payments made under the Services Contract. CITY shall submit an invoice for any payments made under the Services Contract to the AUTHORITY, along with a copy of the COUNTY invoice for which it is being reimbursed. AUTHORITY shall pay such invoice within 30 days of receipt.

3. Notice. Any notice either Party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such Party at the time the notice is delivered to the following addresses:

To CITY: City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attn: City Manager

To AUTHORITY: Tres Hermanos Conservation Authority
C/O Chino Hills City Clerk
14000 City Center Dr
Chino Hills, CA 91709
Attn: Executive Director

4. Termination.

a. Unless otherwise agreed to by the Parties by way of a written amendment, this Agreement shall expire on its own terms upon the same date that the GSA between the COUNTY and CITY terminates, no matter the reason. AUTHORITY shall reimburse CITY for any outstanding authorized costs incurred for services up to the effective date of the terminated GSA.

b. CITY or AUTHORITY may terminate this Agreement at any time by providing 30-day notice to the other Party. AUTHORITY shall reimburse CITY for any outstanding authorized costs incurred for services up to the effective date of the termination.

5. Miscellaneous.

a. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

b. This Agreement shall extend to and be binding upon the legal representatives, heirs, executors, administrators and the permitted assigns of the Parties hereto. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees.

c. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

d. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

e. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

f. AUTHORITY agrees to defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any claims, causes of action, suits, losses or liabilities ("Claims") including without limitation, reasonable attorneys' fees and other costs of litigation, of every nature arising of or in connection with the Services Contract, save and except those Claims which arise out of CITY's own active negligence or willful misconduct. This indemnity provision shall survive termination of the Agreement.

In Witness Whereof, the Parties have executed this Agreement the day and year set forth above.

CITY:

AUTHORITY:

CITY OF DIAMOND BAR

TRES HERMANOS
CONSERVATION AUTHORITY

By: _____
Nancy A. Lyons, Mayor

By: _____
Ray Marquez, Chair

ATTEST:

ATTEST:

By: _____
Kristina Santana,
City Clerk

By: _____
Kristina Santana,
Authority Secretary

Approved as to form:

Approved as to form:

By: _____
David DeBerry
City Attorney

By: _____
Tracy J. Egoscue
Authority General Counsel

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 5.2

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 5.2**

Date: September 15, 2021
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: PURCHASING AUTHORITY FOR THE EXECUTIVE DIRECTOR.

Recommendation:

Adopt Resolution No. THCA 2021-05 entitled: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY ESTABLISHING THE EXECUTIVE DIRECTORS SIGNING AUTHORITY IN AN AMOUNT UP TO AND INCLUDING \$25,000.

Background/Discussion:

Section 4.5, Purchasing Policy, of the Amended and Stated Joint Powers Agreement (JPA) provides that in procuring services, the Authority shall initially follow the purchasing policies of Chino Hills. This Section further indicates that the Executive Director is authorized to approve purchases and execute contracts authorized by the budget with a value of up to \$15,000 per fiscal year. Purchases and contracts with a value exceeding \$15,000 per fiscal year must be approved by the Board. The Board may alter such authority by Resolution.

The Chino Hills purchasing policies provide the City Manager with a signature authority in an amount up to and including \$25,000. The attached Resolution will clarify the inconsistency between the Chino Hills purchasing policy and the stated limit in the JPA. To balance the need for efficient operations of the Authority, it is recommended that the higher of the signing authority limits of the Chino Hills purchasing policy be established for the Executive Director of the Authority in an amount up to and including \$25,000 per fiscal year. Expenditures exceeding \$25,000 would therefore require Board approval.

Staff is also in the process of preparing its own purchasing policy as required by the JPA, which is anticipated to be presented to the Board for consideration before the end of the year.

Fiscal Impact:

There is no fiscal impact with this item.

Legal Review:

The Authority General Counsel has reviewed and approved the Resolution as to form.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar
Christina Buhagiar, Treasurer 9/2/2021

Daniel Fox
Daniel Fox, City Manager 9/3/2021

Attachments:

1. Resolution No. THCA 2021-05 Signature Authority

RESOLUTION NO. THCA 2021-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY ESTABLISHING THE EXECUTIVE DIRECTORS SIGNING AUTHORITY IN AN AMOUNT UP TO AND INCLUDING \$25,000

WHEREAS, Section 4.5 of the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement (JPA) provides that in procuring services, the Authority shall initially follow the purchasing policies of Chino Hills; and

WHEREAS, there is an inconsistency in the stated signing authority amounts in the Chino Hills purchasing policy and Section 4.5 of the JPA; and

WHEREAS, Section 4.5 of the JPA also allows the Board of Directors to alter such authority by Resolution; and

WHEREAS, the Board of Directors desires to clarify and establish the signing authority of the Executive Director to provide for the efficient procurement and delivery of services for the Authority.

NOW, THEREFORE, THE BOARD OF TRES HERMANOS CONSERVATION AUTHORITY DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. As provided for in Section 4.5 of the Amended and Restated Tres Hermanos Conservation Authority, the Executive Director is authorized to make purchases and enter contracts authorized by the budget with a value up to and including \$25,000 per fiscal year.

Section 2. The Amended signing authority limit adopted by this Resolution supersedes all Executive Director signing authority limits previously adopted by the Board of Directors and that stated in the JPA.

Section 3. The Secretary shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of September, 2021.

Ray Marquez
Chair
Tres Hermanos Conservation Authority

Resolution No. THCA 2021-05

ATTEST:

I, Kristina Santana, Secretary of the Tres Hermanos Conservation Authority, do hereby certify that the foregoing Resolution was duly and regularly passed, approved and adopted by the Board of Directors of the Tres Hermanos Conservation Authority, at its regular meeting held on the 15th day of September 2021, by the following Roll Call vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Kristina Santana
Secretary
Tres Hermanos Conservation Authority