

**AGENDA  
MEETING OF THE  
ANIMAL CARE JPA  
THURSDAY, FEBRUARY 23, 2012, 10:00 A.M.  
YUCCA VALLEY COMMUNITY CENTER MESQUITE ROOM**

**ROLL CALL:** Directors Cronin, Hagerman, Huntington, Chair Derry

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

Approve the minutes of December 8, 2011 Special Meeting as presented

**DIRECTORS REPORTS/UPDATES**

**DISCUSSION ITEMS**

1. Shelter Design Contract Update
2. Approval and Filing of the Insurance Policies for the Animal Care JPA

**FUTURE AGENDA ITEMS**

- A. Adopt Reimbursement Strategies
- B. Establish In-Kind Contributions Policy

**PUBLIC COMMENTS**

**ADJOURNMENT**

## SPECIAL MEETING OF THE ANIMAL CARE JPA

DECEMBER 8, 2011

Chair Derry called the meeting to order at 9:02 a.m. with Directors Cronin, Huntington, and Chair Derry present.

### PLEDGE OF ALLEGIANCE

Led by Chair Derry

### DIRECTORS REPORTS/UPDATES

None

### DISCUSSION ITEMS

#### 1. **Yucca Valley Replacement Animal Shelter**

Town Manager Nuaimi gave a PowerPoint presentation and staff report advising the application is ready to take to the Planning Commission. The 30 day comment period closes on December 12<sup>th</sup>, but there will be an opportunity to comment up until the 13<sup>th</sup>. He advised the project has been value engineered reducing the initial cost estimate without losing functionality.

Chair Derry questioned if there will be an air pressure system between the isolation area and the rest of the facility. It was noted that there is.

Discussion ensued regarding the kennel sizes.

Director Huntington moved to authorize submittal of Conditional Use Permit, CUP-05-11 / EA-03-11 to the Town of Yucca Valley Planning Commission for Public Hearing. Director Cronin seconded. Motion carried with no opposition.

Director Cronin advised of the need to have a meeting in the near future to adopt the in kind contribution policy.

### PUBLIC COMMENTS

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:25 a.m.

Respectfully submitted

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Jamie Anderson, MMC  
Town Clerk

## ANIMAL CARE JPA STAFF REPORT

**To:** JPA Board Members  
**From:** Mark Nuaimi, Town Manager  
**Date:** February 17, 2012  
**For JPA Meeting:** February 23, 2012

**Subject:** Shelter Design Contract Update

**Prior JPA Review:** None

**Recommendation:**

- Receive and File Architect Project Update

**Order of Procedure:**

Request Staff Report  
Request Public Comment  
JPA Discussion/Questions of Staff  
Motion/Second  
Discussion on Motion  
Call the Question (Voice Vote)

**Discussion:** The Architect has completed the Pre-Design Services, Schematic Design Services, and the Design Development Services associated with the scope of work for the Animal Shelter design contract. A project schedule is shown on the following pages with updated status information.

Cost estimates have been developed and updated through each of these phases. The current engineer's estimate is between \$3.2-\$3.3 million. This remains slightly higher than available dollars but includes an allocation for contingency. Staff believes that bringing the project to construction in the coming months should yield better pricing than what is estimated. We will continue to monitor this throughout the Construction Document services.

An additional Change Order (CO #3) was authorized by the Project Manager. The original contract proposal was for a single facility. Given the design decisions, the facility now consists of three (3) metal buildings. This resulted in an increase in the amount of design services required for the metal building vendor, as well as additional architectural services to develop the multiple elevations for each of the buildings.

A copy of Change Order #3 is attached to this staff report. The change amounted to \$12,162 in additional services. The amount was within the contingency amount authorized by the JPA Board at the meeting of May 26, 2011.









The architect was given contract go-ahead to proceed to the Construction Document services tasks. This effort is projected for completion by the end of May, depending upon the time required for Plan Check and Corrections.

**Alternatives:** None

**Fiscal impact:** The current status of costs / invoices are shown in the table below:

Yucca Valley Animal Shelter Financial Summary (2/14/12)						
Description	Proposal Amount	Total %	Prior Amount	Prior %	Current %	Amount
Pre-Design Phase	\$ 12,582.55	100%	\$ 12,582.55	100%	0%	\$ -
Concept (Schematic) Design Phase	\$ 25,165.10	100%	\$ 25,165.10	100%	0%	\$ -
Design Development Phase	\$ 37,747.65	100%	\$ 37,747.65	100%	0%	\$ -
Construction Documents Phase -- 50% completion	\$ 50,330.20	0%	\$ -	0%	0%	\$ -
Construction Documents Phase -- 100% completion	\$ 50,330.20	0%	\$ -	0%	0%	\$ -
Construction Documents Phase -- Completion of Corrections	\$ 25,165.10	0%	\$ -	0%	0%	\$ -
Bid & Construction Administration Ph	\$ 42,780.07	0%	\$ -	0%	0%	\$ -
Close Out	\$ 5,033.02	0%	\$ -	0%	0%	\$ -
Architectural Subtotal	\$ 249,133.89	30.3%	\$ 75,495.30	30.3%	0.0%	\$ -
Change Orders	Awarded		Prior Invoice			Current Invoice
#1 -- Supplemental Fault Evaluation (Approved May 26, 2011)	\$ 34,910.00	95.6%	\$ 33,390.22			\$ -
#2 -- GHG / AQ Analysis	\$ 3,070.00		\$ -			\$ -
#3 -- Multiple Buildings CO	\$ 12,162.00	100%		0%	100%	\$ 12,162.00
Project Total	\$ 299,275.89		\$ 108,885.52			\$ 12,162.00
JPA Authorization Limit**	\$ 301,560.00					
**Per May 26, 2011 JPA direction						

**Attachments:** Change Order #3 Work Authorization



# Williams Architects, Inc.

February 8, 2012

Mr. Mark Nuaimi  
Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

Re. Yucca Valley Animal Shelter, Yucca Valley, California, REVISED REQUEST FOR  
ADDITIONAL SERVICES FEE, Project No. 158-001-01-11

Dear Mark,

Thank you for your quick response to my request for additional services fee. By this letter I am changing my request as you suggested in your email dated February 3, 2012. My letter dated January 31, 2012 (attached) and your email provide the necessary back-up information for this revised request.

Your approval of a \$12,162 additional services fee is certainly appreciated. An invoice is attached reflecting our discussion and agreement.

Sincerely,  
WILLIAMS ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "Max E. Williams".

Max E. Williams, AIA, AICP  
Architect/President C8402

**Rene G.**

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**From:** Mark Nuaimi [mnuaimi@YUCCA-VALLEY.ORG]  
**Sent:** Friday, February 03, 2012 2:38 PM  
**To:** Max Williams; Rene G  
**Subject:** Change Order request  
**Importance:** High

Max / Rene,

After review of your letter, I have a few comments that will need a revision from you:

- 1) I am in concurrence with the changes to the metal fabrication scope -- \$10,725
- 2) I am not in concurrence with the changes in civil engineering. While there are complexities to the site, the scope of the site and requirements for civil engineering should have been in line with the original proposed effort;
- 3) I am also in concurrence with the proposed changes to accommodate increased scope for Architectural Drawings ... \$3,800

I note in your letter that you were willing to share the impact of some of these cost increases. My request would be for you to absorb \$2,363 of the increased scope, resulting in an authorized change order amount of \$12,162.

I trust this will be acceptable. Simple revise your "Request for Additional Services" and I will process it. I'm not sure I have the authority from the JPA ... I need to go back to their original action and see how much we have expended of the change order authority.

Have a great weekend,

Mark

	<p><i>Mark Nuaimi</i> Town of Yucca Valley Town Manager 57090 Twentynine Palms Hwy Yucca Valley, CA 92284 (760) 369-7207 x 224 (760) 369-0626 fax (909) 520-6290 cellular <a href="mailto:mnuaimi@yucca-valley.org">mnuaimi@yucca-valley.org</a></p>
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# Williams Architects, Inc.

January 31, 2012

Mr. Mark Nuaimi, Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley CA 92284

**RE:** Yucca Valley Animal Shelter, Yucca Valley, California, **REQUEST FOR ADDITIONAL SERVICES FEE**  
Project No. 158-001-01-11

Dear Mark,

As I mentioned on the phone I am requesting additional fees for my services due to changes in the project scope. The original RFP and Proposal was for a single 12,040sf building and a construction budget of \$2,800,000.00. The project has evolved into three buildings for a total of 12,941sf and a budget of about \$3,200,000.00. This has resulted in additional work on my part and my consulting engineer's parts to prepare the construction documents.

I have spoken with each of them and asked them to consider the minimum amount they actually need to cover their cost and in consideration of the project's very limited budget. The primary impact is on civil engineering and the metal building engineering along with the architectural services.

The primary changes in services involve designing and drawing three separate buildings as opposed to one building and how they are placed on site. That means the architectural drawings are organized so that each building stands alone for floor plan, ceiling plan, roof plan, exterior elevations (12 instead of 4), building sections (9 instead of 3) and detail sheets. The added drawings and therefore the added drafting time to complete the construction documents is approximately 40 hours at \$95 per hour = \$3,800.00. I am not charging for my project architect or project manager's time. I am willing to discount this 20% in the interest of the project and helping the town achieve its goal of a new animal shelter.

The additional service for the metal building engineering is simply a matter of three buildings instead of two. They are asking for \$10,725.00 over my original budget for their services. I am willing to split this cost with the town in order to help. That is \$5,362.00.

The additional services for civil engineering involve some added complexity to the grading, drainage and hydrology plans in order to work around the three buildings and enhance the retention basin areas on site. The engineering fee has increased by \$6,000.00 over my original budget. I am also willing to split this loss with the town. That is \$3,000.00.

The total request for additional services fee is \$12,162.00 based on the above explanations. Please review this request and let me know if it is acceptable. If you have any questions or require additional information, please give me a call or email.

Thank you for your consideration of this request.

Sincerely,  
**WILLIAMS ARCHITECTS, INC.**

  
Max E. Williams, AIA, AICP

# Williams Architects, Inc.

276 N. Second Avenue  
Upland, CA 91786

Telephone: 909-981-5188; FAX: 909-981-720

# Invoice

Invoice Date:	Invoice #
2/8/2012	021201

Bill To:
Brian M. Cronin, Secretary 351 N. Mountain View Ave, 3rd Floor San Bernardino, CA 92415

Estimate Amount

Project Name	Project/Phase	Project No.	
Yucca Valley Animal Shelter	Added Services - Metal Buildings	158-001-01-11	
Description	Hours	Rate	Amount
Additional Services for designing and drawing three separate buildings versus one building and their placement on site. See Williams Architects, Inc. letters dated 1/31/2012 and 2/3/2012 for additional documentation as well as Mr. Mark Nuaimi's e-mail dated 2/3/2012.		12,162.00	12,162.00
<b>Amount Due This Invoice</b>		<b>\$12,162.00</b>	
<b>Prior Payments Applied</b>		<b>\$0.00</b>	
<b>Balance Due</b>		<b>\$12,162.00</b>	



CA Insurance Lic. 0532269  
 21650 Oxnard Street  
 Suite 1400  
 Woodland Hills, CA 91367  
 Phone: 818-593-2008  
 Fax: 818-593-2042

February 10, 2012

## CONFIRMATION OF COVERAGE BOUND

The coverage outlined below may not conform to the terms and conditions you requested. Please check carefully. Swett & Crawford and its affiliated companies disclaim any responsibility for your failure to reconcile the original submission with coverages bound herein. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.

You acknowledge that Swett & Crawford or one of its affiliates is acting as a wholesale insurance broker in connection with this placement. Specifically, it (1) is acting on your behalf (and you are transacting on behalf of the consumer), (2) is working as a wholesale broker to obtain appropriate quotes and/or placements on your behalf, (3) may be charging a broker fee for its services as set forth in the indication, quote and/or binder and (4) may be entitled to receive compensation from the insurer for the purchase of insurance. As the retail broker, if you choose to deliver documents electronically to the insured, you acknowledge that you have obtained the consent of the insured in accordance with applicable law.

**Broker:** Willis Insurance Services of California, Inc.  
 18101 Von Karman Avenue, Suite 1200 Irvine, CA 92612

**INSURED:** Animal Care Joint Powers Authority  
**Mailing Address:** 351 North Mountain View Ave. Room 302 San Bernardino, CA 92415

**Company:** Landmark American Insurance Company **Policy No.:** LBA15421400

**Effective Date:** 02/11/2012 **Expiration Date:** 02/11/2013

**Coverage:** Commercial General Liability  
 Should the account wish to purchase Terrorism Coverage the premium will be \$30.00 plus taxes.

**Policy Form:** Occurrence

**Defense:** Outside the Policy Limit

**Limits of Liability:** \$ 2,000,000 General Aggregate Limit ( Other than Products-Completed Operations)  
 2,000,000 Products-Completed Operations Aggregate Limit  
 1,000,000 Personal and Advertising Injury Limit  
 1,000,000 Each Occurrence Limit  
 100,000 Damage to Premises Rented To You Limit - Any One Person  
 5,000 Medical Expense Limit- Any One Person

**Deductible / SIR:** \$ 0 Deductible Per Claim GBA 104010

**Premium/Taxes/Fees:** \$ 750.00 Premium  
 2.25 Stamping Fee - CA  
 27.00 Surplus Lines Tax - CA  
 150.00 Policy Fee - CA

Class Code	Rate	Premium Basis
49452	\$3.50	5 (acres)
61226	\$173.12	500 (area)

100% Minimum & Deposit, 25% Minimum Earned Premium and 100% Minimum Earned on

## **Animal Care Joint Powers Authority**

Policy No.: LBA15421400

Company is: Non Admitted

TERMS AND CONDITIONS: Per Insurance Company Form including but not limited to:

Cancellation Provisions: 30 Days Notice of Cancellation except 10 Days for non-payment of premium. NO Flat cancellations. Absolutely no exceptions.

### **Other Conditions:**

- Mandatory Forms and Endorsement, Including but not limited to:
- Commercial General Liability Coverage Form CG 0001
- Exclusions and Limitations Amendatory GBA106059 - Employment Related Practices Excl., Professional Services Excl., Deposit Premium and Minimum Premium, Asbestos, Silica Excl., Fungi, Bacteria or Mold Excl., Total Pollution Excl., Pollutants Definition Amended, Lead or Lead Hazard Excl., Violation of Statutes that Govern E-Mails, Fax, Phone Calls, etc. Excl.
- Basis of Premium GBA104014, Nuclear Exclusion IL0021
  
- Terrorism Coverage Provided GBA909003
- OR
- Terrorism Coverage Rejected RSG99018 and Terrorism Exclusion GBA906005
  
- Forms applicable are subject to the terms and conditions of the company's policy, unless otherwise specified:
- Optional Forms and Endorsements, Including but not Limited to:
- Exclusion - Real Estate Development Activities GBA 106043
- California Surplus Lines Disclosure Notice RSG 99019
- California Service of Suit GBA 902002
- State Fraud Statement GBA 909022
  
- Contractual Liability Limitation CG2139
- Additional Insured - None requested
- Limitation of Coverage to Designated Premises or Project - CG2144

### **Subject To:**

- We must have fully completed applications with signatures ( The insured's and you the retail broker must sign) within Ten (10) days of effective date. Carrier will send cancellation notice if this is not received.
- Subject to currently valued loss runs for the past three (3) years showing NO losses within twenty (20) days of binding.
- Subject to receipt, review and acceptance of Vacant Land Supplemental attached with quote prior to binding.
- TRIA form needed showing acceptance or rejection of Terrorism coverage, signed by the insured.
- Application showing exposures and values as bound signed by both the retail broker and the insured.
- On the 125 please be sure that the location address are included. The one in my file is blank.
- Please confirm the vacant land is owned or leased by the insured?
- Is the other location owned or leased by the insured?

### **Claims Notification:**

**Animal Care Joint Powers Authority**

Policy No.: LBA15421400

Swett & Crawford

By:

*Berry Smith*

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(Authorized Representative)

**For Non-Admitted Policies Only:**

The Nonadmitted and Reinsurance Reform Act (NRRRA) was enacted into law in July 2010 as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act and becomes effective in July 2011. A number of states have revised their laws and regulations to conform to the new law, and many more have legislation or interpretive guidance pending. The new state laws focus on surplus lines premium taxation and/or other issues addressed by the NRRRA. Because of the changing rules and new laws, we may modify or update taxes or other items needed with this policy. You acknowledge that the actual applicable surplus lines taxes and/or fees may therefore be different than those shown on this document, and your acceptance of this constitutes your agreement to pay any additional amount that may be required by the state.



**RE: Directors and Officers Liability Temporary and Conditional Binder**

**Policy Number:** NHP645079  
**Renewal of:** NHP640325  
**Company:** RSUI Indemnity Company - (Best rating: A XIII)  
**Insured:** **Animal Care Joint Powers Authority (JPA)**  
**San Bernardino, CA**

**Policy Dates:** February 11, 2012 - February 11, 2013

**Form:** RSG 211003 0609 Directors and Officers Liability Policy - Not For Profit Organization - 2009

**Limit:** \$1,000,000

**Retention (each loss):**

**Insuring Agreement A:** \$0  
**Insuring Agreement B:** \$10,000  
**Insuring Agreement C:** \$10,000  
**Employment Practices Claim:** N/A

**Policy Attachments**

- RSG 204091 1210 Amended Settlement Clause
- RSG 203005 0611 California Changes - Cancellation and Nonrenewal
- RSG 204081 0108 Cap on Losses From Certified Acts of Terrorism
- RSG 214038 0204 Coverage Extension - Public Officials
- RSG 214039 0911 Defense Expense in Addition to the Limit of Liability
- RSG 204123 0108 Disclosure Pursuant to Terrorism Risk Insurance Act
- RSG 216014 0609 Exclusion - Amended Bodily Injury and Property Damage
- RSG 206057 0808 Exclusion - Employment Practices Claim
- RSG 206063 0204 Exclusion - Intellectual Property
- RSG 206071 0204 Exclusion - Prior and or Pending Litigation Backdated - 02/11/10
- RSG 214044 0204 Full Severability
- RSG 204132 0205 Predetermined Allocation
- RSG 204136 0606 Side A Non-Rescindable Coverage
- RSG 204113 0210 Sublimit - Defense of Non - Monetary Damages - As Expiring
- RSG 207002 0204 Three (3) Year Bilateral Discovery Period - 75%, 125% & 150%

**Additional Information Required**

1. FY 2010 - 2011 Audit

**Premium Amount**

**Premium:** **\$3,730.00**

This binder contemplates no change in circumstances that materially alters this risk prior to the effective date and time of the policy.

Notwithstanding the issuance of this Binder, or the payment or receipt of any premium in connection with this Binder, it is understood and agreed that the insurance coverage, if any, represented by the Binder shall be **TEMPORARY AND CONDITIONAL**, being subject to the receipt, review and underwriting approval, in writing, of the additional information specified above in the section entitled "Additional Information Required." If such information is not received by the Insurer within **30 days** of the date this Binder is executed by the Insurer, or such information is received by the Insurer within the 30 day period but not given written underwriting approval by the Insurer for any reason, then this Temporary and Conditional Binder and any coverage represented by this Binder, in the form of a policy or otherwise, may be declared null and void from its inception or ab initio by the underwriter. In such case, the Binder and any policy represented by the Binder will have no effect.

The Insurer reserves the right to issue the policy after the 30 day period with a prior acts and known circumstance exclusion. This exclusion would apply to any claim(s) arising out of actual or alleged wrongful act(s) committed prior to the inception date of the policy as well as any actual or alleged wrongful act(s) which as of the effective date of this policy, any Insured(s) knew or could have reasonably foreseen could lead to a claim.

Alternatively, this Binder may be extended only in writing by the Insurer.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.





RSUI Group, Inc.  
945 East Paces Ferry Road  
Suite 1800  
Atlanta, GA 30326-1125

Phone (404) 231-2366  
Fax (404) 231-3755

Policy Number: \_\_\_\_\_

Insurer: Landmark American Insurance Company

Named Insured: Animal Care Joint Powers Authority

**OFFER OF TERRORISM COVERAGE**

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy, and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under **DISCLOSURE OF PREMIUM** for coverage for acts of terrorism that are **certified by the Secretary of the Treasury** as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

If the premium shown in the DISCLOSURE OF PREMIUM is \$\_\_\_\_\_ this policy will be issued covering certified acts of terrorism unless the insured rejects coverage by signing below. The insured need only return this form if coverage is being rejected.

**DISCLOSURE OF PREMIUM**

If you accept this offer at the time of binding your coverage, the premium covering acts of terrorism **that are certified by the Secretary of the Treasury** under the Terrorism Risk Insurance Act is \$\_\_\_\_\_.

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

I reject coverage for certified acts of terrorism:

\_\_\_\_\_

Insured's Signature

\_\_\_\_\_

Date

# ACORD™ COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YY)

12/09/11

PRODUCER  PHONE (A/C, No, Ext): 949 885-1200  
 Willis Ins. Svcs. of CA, Inc.  
 18101 Von Karman Ave, Suite 600  
 IRVINE , CA 92612

CARRIER Marketing Submission UNDERWRITER

POLICIES OR PROGRAM REQUESTED  
 APPLBA10728100

INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER	GARAGE AND DEALERS
<input type="checkbox"/>	PROPERTY	<input type="checkbox"/>	VEHICLE SCHEDULE
<input type="checkbox"/>	GLASS AND SIGN	<input type="checkbox"/>	BOILER & MACHINERY
<input type="checkbox"/>	ACCOUNTS RECEIVABLE/ VALUABLE PAPERS	<input checked="" type="checkbox"/>	WORKERS COMPENSATION
<input type="checkbox"/>	CRIME/MISCELLANEOUS CRIME	<input type="checkbox"/>	UMBRELLA
<input type="checkbox"/>	TRANSPORTATION/ MOTOR TRUCK CARGO	<input type="checkbox"/>	TRUCKERS

CODE: SUB CODE:  
 AGENCY CUSTOMER ID  
 43995

**STATUS OF SUBMISSION**  
 QUOTE  ISSUE POLICY  
 BOUND (Give Date and/or Attach Copy):  
 DATE TIME AM PM

**PACKAGE POLICY INFORMATION**  
 ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
02/11/12	02/11/13	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL		<input checked="" type="checkbox"/>

**APPLICANT INFORMATION**  
 NAME (First Named Insured & Other Named Insureds)  
 Animal Care Joint Powers Authority

MAILING ADDRESS (of First Named Insured) 351 North Mountain View Avenue Room 302; San Bernardino, CA 92415-0003

<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	YEARS IN BUSINESS
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/> Municipality		3

INSPECTION CONTACT  PHONE (A/C, No, Ext): 909 387-9152  
 Brian M. Cronin

ACCOUNTING RECORDS CONTACT  PHONE (A/C, No, Ext):

**PREMISES INFORMATION**

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP CODE	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
		351 North Mountain View Avenue Room 302 San Bernardino, CA	<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		

**NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)**  
 JPA formed to provide shared animal care and control services. Still in planning stages.

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input checked="" type="checkbox"/>	4. ANY CATASTROPHE EXPOSURE?		<input checked="" type="checkbox"/>
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>	5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input checked="" type="checkbox"/>	6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS?		<input checked="" type="checkbox"/>

REMARKS

APPLICANT'S SIGNATURE PRODUCER'S SIGNATURE

**PRIOR CARRIER INFORMATION**

LINE	CATEGORY	YEARS:									
GENERAL LIABILITY	CARRIER										
	POLICY NUMBER										
	POLICY TYPE	CLAIMS MADE	OCCURRENCE								
	RETRO DATE										
	GENERAL AGGREGATE										
	PRODUCTS COMP OP AGGREGATE										
	PERSONAL & ADV INJ										
	EACH OCCURRENCE										
	FIRE DAMAGE										
	MEDICAL EXPENSE										
	BODILY INJURY	OCCURRENCE									
		AGGREGATE									
	PROPERTY DAMAGE	OCCURRENCE									
		AGGREGATE									
	COMBINED SINGLE LIMIT										
MODIFICATION FACTOR											
TOTAL PREMIUM											
AUTOMOBILITY	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
	COMBINED SINGLE LIMIT										
	BODILY INJURY	EA PERSON									
		EA ACCIDENT									
	PROPERTY DAMAGE										
	MODIFICATION FACTOR										
TOTAL PREMIUM											
PROPERTY	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
		BLD	PERS PROP	AMT							
	MODIFICATION FACTOR										
TOTAL PREMIUM											
	CARRIER										
	POLICY NUMBER										
	POLICY TYPE										
	LIMIT										
	MODIFICATION FACTOR										
	TOTAL PREMIUM										

**LOSS HISTORY**

ENTER ALL CLAIMS OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS  CHECK HERE IF NONE  SEE ATTACHED LOSS SUMMARY

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						OPEN
						CLOSED
						OPEN
						CLOSED
						OPEN
						CLOSED
						OPEN
						CLOSED
						OPEN
						CLOSED

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY



**CONTRACTORS**

EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS?			4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?			5. ARE SUBCONTRACTORS ALLOWED TO WORK W/O CERT OF INS?		
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?			6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		

REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED

% OF WORK SUBCONTRACTED: # FULL TIME STAFF: # PART TIME STAFF:

**PRODUCTS/COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?			6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?			7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?			8. PRODUCTS UNDER LABEL OF OTHERS?		
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?			9. VENDORS COVERAGE REQUIRED?		
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?			10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?		

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

**ADDITIONAL INTERESTS/CERTIFICATE RECIPIENTS (Attach ACORD 45 for additional names)**

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED					LOCATION: BUILDING:
LOSS PAYEE					VEHICLE: BOAT:
MORTGAGEE					SCHEDULED ITEM NUMBER:
LIENHOLDER					OTHER
EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		X	9. RECREATION FACILITIES PROVIDED?		X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		X	10. IS THERE A SWIMMING POOL ON THE PREMISES?		X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		X	11. SPORTING OR SOCIAL EVENTS SPONSORED?		X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?		X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?		X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?		X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?		X
7. ANY PARKING FACILITIES OWNED/RENTED?		X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	X	
8. IS A FEE CHARGED FOR PARKING?		X	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	X	
			17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?		X

REMARKS  
 #15 & #16 - All work currently being performed for the JPA is either by County or Town employees.

Willis Ins Services of CA, Inc  
 File 50859 \* Los Angeles, CA 90074-0859

----- INVOICE -----

Animal Care Joint Powers Authority  
 351 North Mountain View Avenue  
 Room 302  
 San Bernardino, CA 92415-0003

Invoice Date 02/10/12  
 Invoice No. 109564  
 Bill-To Code 2ANIMCAR  
 Client Code 2ANIMCAR  
 Inv Order No. 2\*119254

Named Insured: Animal Care Joint Powers Authority

Amount Remitted: \$

Please include invoice number with your payment

Make checks payable to: Willis Ins Services of CA, Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/11/12	02/11/12 to 02/11/13	Landmark American Insurance Company Policy No. LBA15421400 *Renewal - General Liability	750.00
		CA Surplus Lines Tax - General Liabili	27.00
		CA Stamping Fee - General Liability	2.25
		Policy Fee - General Liability	150.00
		Thank you for allowing us to be of service	
		Invoice Number: 109564      Amount Due:	929.25

\*Premiums Due and Payable on Effective Date

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parent or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

Willis Ins Services of CA, Inc  
 File 50859 \* Los Angeles, CA 90074-0859

----- INVOICE -----

Animal Care Joint Powers Authority  
 351 North Mountain View Avenue  
 Room 302  
 San Bernardino, CA 92415-0003

**Invoice Date** 02/10/12  
**Invoice No.** 109565  
**Bill-To Code** 2ANIMCAR  
**Client Code** 2ANIMCAR  
**Inv Order No.** 2\*119255

**Named Insured:** Animal Care Joint Powers Authority

**Amount Remitted:** \$

Please include invoice number with your payment

**Make checks payable to: Willis Ins Services of CA, Inc**

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/11/12	02/11/12 to 02/11/13	RSUI Indemnity Company Policy No. NHP645079 *Renewal - Directors & Officers Liab	3,730.00
		Thank you for allowing us to be of service	
		Invoice Number: 109565                      Amount Due:	3,730.00

**\*Premiums Due and Payable on Effective Date**

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parent or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.