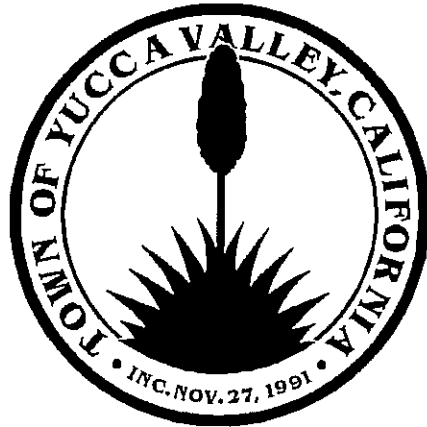


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



*The Mission of the Town of Yucca Valley is to  
provide a government that is responsive to its citizens  
to ensure a safe and secure environment  
while maintaining the highest quality of life.*

**TUESDAY, APRIL 5, 2011  
TOWN COUNCIL: 6:00 p.m.  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSIONS  
YUCCA VALLEY TOWN HALL CONFERENCE ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

**TOWN COUNCIL**  
*George Huntington, Mayor  
Frank Luckino, Mayor Pro Tem  
Isaac Hagerman, Council Member  
Chad Mayes, Council Member  
Dawn Rowe, Council Member*

\* \* \* \*

**TOWN ADMINISTRATIVE OFFICE:  
760-369-7207  
[www.yucca-valley.org](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY, APRIL 5, 2011, 6:00 P.M.**

*The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at 760-369-7209 at least 48 hours prior to the meeting.*

*If you wish to comment on any subject on the agenda, or any subject not on the agenda during public comments, please fill out a card and give it to the Town Clerk. The Mayor/Chair will recognize you at the appropriate time. Comment time is limited to 3 minutes.*

**(WHERE APPROPRIATE OR DEEMED NECESSARY, ACTION MAY BE TAKEN ON ANY ITEM LISTED IN THE AGENDA)**

**OPENING CEREMONIES**

**CALL TO ORDER**

**ROLL CALL:** Council Members Hagerman, Luckino, Mayes, Rowe and Mayor Huntington.

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

1. Longevity Awards.

**APPROVAL OF AGENDA**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Voice Vote \_\_\_\_\_

**CONSENT AGENDA**

- 1-8 2. Regular Town Council Meeting Minutes of March 15, 2011.

**Recommendation: Approve minutes as presented.**

3. Waive further reading of all ordinances (if any in the agenda) and read by title only.

**Recommendation: Waive further reading of all ordinances and read by title only.**

- 9-91 4. Community Development Block Grant (CDBG) Cooperation Agreement and Delegate Agency Agreement

**Recommendation: Approve the Community Development Block Grant Cooperation Agreement and the City-County Delegate Agency Agreement with San Bernardino County for fiscal years 2012-13, 2013-14, and 2014-15; and authorize staff and the Town Attorney to sign and execute the agreement.**

- 92-100 5. Grant of Water Line Easement to Hi-Desert Water District

**Recommendation: Grant a public utility easement to the Hi Desert Water District (HDWD) located on the west side of the eastern boundary of Section 11 thirty (30) feet in width extending from the south boundary of APN 597-211-06 to the southerly boundary of Section 11 provided by prior to the recordation of said easement HDWD execute an Agreement with the Town of Yucca Valley providing that HDWD bear the cost of any future water relocation which may be necessary by future road construction within the easement and authorizing the Mayor and Town Manager to execute said Agreement on behalf of the Town of Yucca Valley**

- 101-113 6. 2010/2011 OHV Grant Request

A RESOLUTION OF THE TOWN COUNCIL FO THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

**Recommendation: Approve a Governing Body resolution for the 2010.2011 OHV grant application.**

- 114-138 7. Contract Amendment No. 4 – RBF, Inc. – PS&E Phase, SR 62 PLHD Median Improvement Project – Apache to Palm Avenue, Proposed Amendment to Compensation for Additional Tasks and Services

**Recommendation: Approve Amendment No. 4 of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services specifically described in Consultant’s Proposal dates March 9, 2011 and attached to the proposed amendment as Exhibit “E” increasing the total compensation under the Agreement for Professional Consulting Services by \$35,160, bringing the total compensation under the Agreement to \$689,699.**

139-150 8. Warrant Register April 5, 2011

**Recommendation:** Ratify the Warrant Register total of \$495,488.50 for checks dated March 10, 2011 through March 24, 2011. Ratify Payroll Registers total of \$148,745.86 for checks dated March 18, 2011.

*All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Town Council instruction. The items listed on the consent calendar may be enacted by one motion and a second. There will be no separate discussion of the consent calendar items unless a member of the Town Council or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting. Public requests to comment on consent calendar items should be filed with the Town Clerk/Deputy Town Clerk before the consent calendar is called.*

**Recommendation:** Adopt Consent Agenda (items 2-8)(roll call vote)

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_

## DEPARTMENT REPORTS

151-152 9. Commission Appointments

Staff Report

**Recommendation:** Appoint Merl Abel, Michael Alberg, Michael Hildebrand, Tim Humphreville, and Robert Lombardo to the Planning Commission and Jennifer Collins, Jeff Evans, Dan Harman, Cynthia Kraemer and Laurine Silver to the Parks, Recreation and Cultural Commission

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Voice Vote \_\_\_\_\_.

153-190 10. Traffic Speed Surveys, Ordinance

Staff Report

**Recommendation:** Introduce the Ordinance amending Title 12, Chapter 12.20 of the Town of Yucca Valley Municipal Code, Section 12.20.020, entitled "Changes to State Law Speed Limits" by establishing the recommended speed limits, and rescinding that portion of the Ordinance that establishes the existing speed zones.

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_.

## **POLICY DISCUSSION**

## **FUTURE AGENDA ITEMS**

## **PUBLIC COMMENTS**

*In order to assist in the orderly and timely conduct of the meeting, the Council takes this time to consider your comments on items of concern which are on the Closed Session or not on the agenda. When you are called to speak, please state your name and community of residence. Notify the Mayor if you wish to be on or off the camera. Please limit your comments to three (3) minutes or less. Inappropriate behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not included on the printed agenda.*

## **MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

11. Council Member Mayes
12. Council Member Hagerman
13. Council Member Rowe
14. Mayor Pro Tem Luckino
15. Mayor Huntington

## **ANNOUNCEMENTS**

Time, date and place for the next Town Council meeting.

**Next Town Council Meeting, Tuesday, April 19, 2011, 6:00 p.m.**

## **CLOSED SESSION**

16. Government Code Section 54956.8, Conference with Real Property Negotiators. *State law provides the opportunity for closed session for real property purchase negotiations, prior to placement of the matter on a regularly scheduled meeting agenda for formal action.*

Property: APN 587-011-04 & 24, Southeast corner of Church and Onaga  
Michael Jakubiec/Town of Yucca Valley  
Mark Nuaimi, Real Property Negotiator  
Real Property Negotiations

Property: APN 587-11-18, East side of Church Street, North of Zuni Trail

Roza Kazangian/Town of Yucca Valley  
Mark Nuaimi, Real Property Negotiator  
Real Property Negotiations

17. Conference with Labor Negotiators – Government Code Section 54957.6(a).  
Negotiators Mark Nuaimi, Dani Lassetter  
Employee Organization(s)  
Unrepresented Exempt  
Unrepresented Non-Exempt

## **CLOSING ANNOUNCEMENTS**

## **ADJOURNMENT**

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
MARCH 15, 2011**

Mayor/Chair Huntington called a joint Closed Session with the Redevelopment Agency to order at 5:04 p.m. with all members present.

**CLOSED SESSION**

**1. Government Code Section 54956.8, Conference with Real Property Negotiators.**

Property: APN 595-371-11, portion of the Northwest Corner of Dumosa and SR 62  
Town of Yucca Valley/Yucca Valley Redevelopment Agency  
Mark Nuaimi, Real Property Negotiator  
Real Property Negotiations

Mayor/Chair Huntington adjourned the meeting to closed session at 5:04 p.m. and adjourned the Closed Session at 5:55 p.m.

Mayor Huntington called the regular meeting of the Town of Yucca Valley Council to order at 6:02 p.m.

Council Members Present: Hagerman, Luckino, Mayes, Rowe and Mayor Huntington.

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Town Attorney Laymon, Community Services Director Schooler, Administrative Services Director Yakimow, Police Capt. Miller, and Town Clerk Anderson

**PLEDGE OF ALLEGIANCE**

Led by Mayor Huntington

**INVOCATION**

Led by Jerel Hagerman, Joshua Springs Calvary Chapel

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

**2. Proclamation proclaiming April 2011 as Child Abuse Prevention Month.**

Mayor Huntington read and presented the proclamation to Arden Wiltshire and Cynthia Crawshaw, who distributed pins and wrist bands to the Council and staff.

**AGENCY REPORTS**

**Fire Department**

**3. Monthly Report for February 2011**

Battalion Chief Benfield gave the monthly statistical Fire Department Report for February 2011, and reminded all that next month is Disaster Preparedness Month.

**Chamber of Commerce**

**4. Monthly Report for February 2011**

David Eckenberg, Chamber President, gave the monthly statistical Chamber of Commerce Report for February 2011.

**APPROVAL OF AGENDA**

Council Member Luckino moved to approve the agenda. Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

5. **Approve**, Regular Town Council Meeting Minutes of March 1, 2011 as presented.
6. **Waive**, further reading of all ordinances and read by title only.
7. **Adopt**, Resolution No. 11-12 finding private, non-maintained dirt road repairs were necessary on Terry Lane following the February, 2011 storm event.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, FINDING THAT PRIVATE NON MAINTAINED DIRT ROAD REPAIRS WERE NECESSARY FOLLOWING THE FEBRUARY 2011 STORM EVENT

8. **Adopt**, Resolution No. 11-13, amending the FY 2010-11 budget and adopt Resolution No. 11-14, authorizing finding a public emergency to exist in support of non-competitive solicitation of professional services, California Energy Commission, EECEBG Grant Program

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2010-11 BUDGET



A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, FINDING A PUBLIC EXIGENCY OR EMERGENCY TO EXIST IN SUPPORT OF NON-COMPETITIVE SOLICITATION PROFESSIONALLY MECHANICAL ENGINEERING SERVICES TO IMPLEMENT ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) NO. CBG-09-029

9. **Receive and file**, AB 1234 Reporting Requirement Schedule for the month of February 2011.
10. **Award**, contract for construction of the Community Center Doors, CDH Project No. 123-32111, Case No. 2926, to Paul LeMay Construction in the amount not to exceed \$38,640, establish a \$4,000 contingency and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents; and authorize the Town Manager to expend the contingency funds if necessary to complete the project.
11. **Receive and file**, the General Plan 2010 Annual Report and the Annual Element Progress Report, Housing Element Implementation tables.
12. **Approve**, recommended amendments to the Town's facility use policy and direct staff to implement the revisions within 30 days.
13. **Receive and file**, Hi Desert Nature Museum's 2010 Annual Report.
14. **Ratify**, Warrant Register total of \$122,079.60 for checks dated February 24, 2011. Ratify Payroll Registers total of \$293,090.98 for checks dated February 18, 2011 through March 4, 2011.

Council Member Luckino moved to adopt Consent Agenda Items 5-14. Council Member Hagerman seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Member Hagerman, Luckino, Mayes, Rowe and Mayor Huntington.  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

## DEPARTMENT REPORTS

### 15. **Financing Alternatives for Wastewater System Development**

Council Member Luckino recused himself due to his employment at Hi Desert Water District and left the dais.

Town Manager Nuaimi gave a Power Point presentation regarding potential alternative financing strategies to reduce the costs to the property owners and provides a future revenue stream to the general fund.

Ed Muzik, Hi Desert Water District General Manager, gave a presentation regarding formation of an assessment district and the requirements that must be met.

**Ramon Mendoza**, Yucca Valley, commented regarding the cost to the citizens.

**Margo Sturgis**, Yucca Valley, commented regarding the numbers given and questioned the amount paid by non residents.

**David Mahaffee**, Yucca Valley, commented regarding other taxes that will be required.

**Curt Duffey**, Yucca Valley, commented regarding the costs noting that there are seniors in the community who won't be able to afford any additional charges.

**Richard Harlan**, Yucca Valley, questioned the cost for phases 2 and 3.

Town Manager Nuaimi commented and answered questions brought up during the public comments section.

Council Member Hagerman commented that as citizens of Yucca Valley we are facing an unfunded mandate from the state of California, noting he has not seen better options brought forward than were presented tonight. Councilman Hagerman invited anyone with alternatives to bring them forward for consideration.

Council Member Mayes stated there was no assumption for inflation in the presentation, and noted that Council needs to give policy direction regarding whether or not to give a 0.5% loan when inflation is 3%.

Council Member Rowe questioned what would happen to the project if the sales tax projections fall short. Town Manager Nuaimi explained that the District will borrow against the proposed revenue source, noting the number of revenue streams in place will determine what the State Revolving program will say should be the coverage factor. He noted that the O & M shown in our charts refers to the financing and not operation and maintenance of the system.

Mayor Huntington agreed with Council Member Mayes regarding the analysis and assumptions that need to be made.

Council Member Mayes added that there will need to be polling data available before the Council determines how to structure the length of time of a sales tax measure. Town Manager Nuaimi advised there is a track record for a 30 year measure with the 76% approval margin in this community for the renewal of Measure I. Mr. Muzik added that the pipeline measure was also a 30 year measure.

Council Member Rowe commented the difference between scenario 2 and 3 is the fact that scenario 3 credits funds back to rate payers. Mayor Huntington stated he also favors scenario 3.

Council Member Mayes commented regarding the proposed \$20,000,000 that will be generated for road and park needs and the fact that revenue to maintain new roads also needs to be factored in. Town Manager Nuaimi stated that is part of the current strategy, noting the initial wave of funding for road maintenance takes care of our current deficit by bringing a one time infusion into the roads to get them where they need to be, and then the recurring lease payment provides potential funds to make sure they stay maintained.

Mayor Huntington advised consensus regarding a sales tax measure is Scenario 3 with some refinement.

Mayor Huntington questioned if staff looked at an analysis of a 10% TOT rather than 12%. Town Manager Nuaimi advised that analysis wasn't done but a lower percentage will cut down the subsidy resources and take longer to pay off hotel connect fees. Mayor Huntington commented that raising the TOT is a good strategy but he is not sure about 12%.

Council Member Hagerman added he is not sure he wants the Town to be on top of scale, noting it seems the norm is 10%.

Council Member Mayes stated that having a sales tax and TOT would actually be 2 separate questions on the ballot. Town Manager Nuaimi advised there would be 3 measures with the sales tax measure, the TOT measure, and there will be an expenditure plan measure. If the current plan amendment is adopted and the clock starts ticking for septic prohibition the Town will have what is needed to declare a fiscal emergency.

Town Manager Nuaimi advised that staff has received enough direction to move forward with the item.

Mayor Huntington recessed the meeting at 7:32 p.m. and reconvened at 7:41 p.m.

**16. FY 2010-11 Mid-year Budget Report**

Administrative Services Director Yakimow gave a Power Point presentation showing projected revenues and expenditures for the remainder of the fiscal year.

**Ramon Mendoza**, Yucca Valley, commented regarding the report noting it appears that unemployment here is about 16%.

Council Member Luckino questioned the unemployment percentage. Administrative Services Director Yakimow advised it is a little difficult to determine for the Town because of the limited data, but we are continuing to use information supplied by John Husing. It is known that the industries that are prevalent in our area got hit really hard with unemployment. Council Member Luckino commented he thought the Town set aside funding for the General Plan update at one time which was delayed while waiting for the impact of AB 32. Administrative Services Director Yakimow advised there was an allocation of \$130,000 made for the development code update, and staff would return to Council with a funding structure when the General Plan update were brought forward.

Council Member Mayes commented as we go into the next budget it is important that Council look at the entire organization and Council priorities and make the difficult decisions today.

Mayor Huntington commented it is refreshing to see the Town is holding its own even though we have decreasing revenues.

Council Member Rowe moved to receive and file the Mid-year Budget Report. Council Member Mayes seconded. No objections stated.

**FUTURE AGENDA ITEMS**

Council Member Luckino requested discussion relating to the Johnson Valley Off Road Vehicle Park, that the Council comes out with a strong statement to support that park. Council Members Rowe and Hagerman agreed.

Council Member Luckino requested that Council discuss and give a commitment for the Brehm Youth Sports Park.

Council Member Luckino requested discussion regarding the Native Plant Ordinance. Deputy Town Manager Stueckle advised the ordinance is included in the development code update contract, noting that Council will have opportunity at a joint meeting in late April or early May to provide policy direction before the next steps move forward.

Council Member Mayes requested discussion regarding pension reform, and maybe implementing a 2 tier pension for new hires. Town Manager Nuaimi advised the subject is something he is actively engaged in and has a group of employees looking at it in addition to his participation in discussions at the League level.

**PUBLIC COMMENT**

**Ramon Mendoza**, Yucca Valley, commented regarding the condition of the water and the costs to the community of a wastewater system.

**STAFF REPORTS AND COMMENTS**

Town Manager Nuaimi advised the Council will be making Commissioner appointments at the first meeting in April

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**10. Council Member Mayes**

None

**11. Council Member Hagerman**

None

**12. Council Member Rowe**

Advised of the Viet Nam Veterans Day Appreciation event on Wednesday, March 30<sup>th</sup> from 3-6 p.m.

Thanked the Museum staff for their annual report

**13. Mayor Pro Tem Luckino**

Wished everyone a happy St. Patrick's Day.

**14. Mayor Huntington**

None

**ANNOUNCEMENTS**

The next Town Council Meeting is Tuesday, April 5, 2011 at 6:00 p.m.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Jamie Anderson, MMC  
Town Clerk

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Jim Schooler, Community Services Director  
**Date:** March 31, 2011  
**For Council Meeting:** April 5, 2011

**Subject:** Community Development Block Grant (CDBG) Cooperation Agreement and Delegate Agency Agreement

**Prior Council Review:** The Town Council has authorized participation in consecutive three-year Cooperation Agreements and corresponding Delegate Agency Agreements with San Bernardino County for the administration of the Town's CDBG program.

**Recommendation:** Approve the Community Development Block Grant Cooperation Agreement and the City-County Delegate Agency Agreement with San Bernardino County for fiscal years 2012-13, 2013-14, and 2014-15; and authorize staff and the Town Attorney to sign and execute the agreement.

**Summary:** Since incorporation, the Town of Yucca Valley has participated as a cooperating city with the County of San Bernardino in the local administration of the Community Development Block Grant program. The Cooperation Agreement and Delegate Agency Agreement provide the framework for continuing this working relationship through June, 2015.

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question

**Discussion:**

The Community Development Block Grant program is a federally funded grant program designed to provide projects and programs that primarily benefit to low-to-moderate income residents. CDBG funding can also be used for certain economic development and ADA accessibility programs and projects. Each year since incorporation, the Town of Yucca Valley has received an allocation of CDBG funds through a cooperation agreement between the Town of Yucca Valley and the County of San Bernardino.

Reviewed By:

  
Town Manager

  
Town Attorney

  
Mgmt Services

JAS  
Dept Head

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

As a cooperating city, the Town receives a consistent annual CDBG allocation and has the ability to directly implement CDBG funded activities. The alternative course of action would be to decline participation with the county and enter into a competitive grant process each year, in which case there would be no assurance of funding.

Staff recommends approval of the Cooperation Agreement and Delegate Agency Agreement through June 30, 2015.

**Alternatives:** None recommended at this time.

**Fiscal impact:** The Town's annual CDBG allocation has been in the \$120,000 to \$150,000 range in recent years.

**Attachments:** Letter from San Bernardino County  
Copy of Cooperating City Agreement and Delegate Agency Agreement



# ECONOMIC DEVELOPMENT AGENCY



# COUNTY OF SAN BERNARDINO

385 North Arrowhead Avenue • Second Floor  
San Bernardino, CA 92415-0043 • (909) 387-9801 • Fax (909) 387-9815

Mary Jane Olhasso, Administrator

March 3, 2011

Mr. James Schooler, Community Services Director  
Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284-2932

RE: FISCAL YEARS (FY) 2012-2013, 2013-2014, 2014-2015 COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) PARTICIPATION

Dear Mr. Schooler:

Every three (3) years, the County of San Bernardino re-qualifies with the U.S. Department of Housing and Urban Development (HUD) to receive CDBG funds. During the past three (3) years, the Town of Yucca Valley has participated with the County in the CDBG program under a Cooperation Agreement and Delegate Agency Agreement, hereinafter referred to collectively as "AGREEMENTS". To continue this arrangement for FY 2012-13, 2013-14, 2014-15, new AGREEMENTS and authorizing City Council minutes or Resolution must be approved and submitted to HUD early July, 2011. We request that you process these copies for City Council approval and signature by the City's chief executive officer and attorney as specified on the agreement signature page.

We have enclosed five (5) copies of the AGREEMENTS for participation in the County's CDBG program for the next three-year period. **It is important that we receive all five (5) AGREEMENT originals and Certified Minutes or City Council Resolution with original signatures by April 29, 2011.** The AGREEMENTS follow the HUD instructions for participation in the CDBG program. The AGREEMENTS are similar to the agreements last approved by the City for the current three-year period, which ends June 30, 2012; however, this time both AGREEMENTS will be approved and processed at the same time. The new AGREEMENTS have been prepared under HUD guidelines and requirements. Also enclosed, please find a sample Resolution which you may wish to utilize for submission to our office as indicated below.

GREGORY C. DEVEREAUX  
Chief Executive Officer

Board of Supervisors  
BRAD MITZELFELT . . . . . First District      NEIL DERRY . . . . . Third District  
JANICE RUTHERFORD . . . . . Second District      GARY C. OVITT . . . . . Fourth District  
JCP. I IONZALES . . . . . Fifth District

The County provides many benefits to those cities that participate in the County's CDBG program as a joint recipient, including your ability to identify project funding while we assume accountability with HUD. As part of our accountability with HUD, the Economic Development Agency (EDA) would be responsible for preparing and submitting all grant related documents; complying with all federal regulations for implementing grant funded projects; meeting HUD housing requirements, including fair housing; implementing HUD mandated programs and financial systems; coordinating with Federal monitors and inspectors on program and project performance and compliance; and for accepting program sanctions.

**The Town of Yucca Valley must notify HUD and the County of their intention to maintain their joint agreement with the County by April 18, 2011.** This deadline is necessary to ensure sufficient time for obtaining approval by the Board of Supervisors. CDBG regulations also require Certified Minutes or a City Council Resolution authorizing approval of the agreement.

The HUD instructions stipulate that during the three (3) year period in which a city participates in an Urban County CDBG program, the city will not be eligible to apply for grants under the Small Cities or State CDBG programs, and may only participate in the HOME Program through the Urban County. Those cities deciding not to participate in the County's program may apply to the State of California under its competitive Small Cities CDBG Program.

The County has enjoyed a positive and cooperative relationship with your staff in implementing the CDBG program over the years. I look forward to continuing our cooperative venture over the next three (3) years. Please call me or Patricia M. Cole, EDA Assistant Administrator, at (909) 387-9803 if you have any questions about the AGREEMENTS or the joint recipient process.

Sincerely,



BRYAN ANDERSON, Supervising ECD Analyst

BA/CC

Attachments

cc: Patricia M. Cole, EDA Assistant Administrator  
Mark Nuaimi, Town Manager



County of San Bernardino  
F A S

**CONTRACT TRANSMITTAL**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number	
<input type="checkbox"/> Change				ECD			
<input type="checkbox"/> Cancel							
County Department			Dept.	Orgn.	Contractor's License No.		
Economic Development Agency			ECD	ECD			
County Department Contract Representative				Telephone		Total Contract Amount	
Patricia M. Cole, Assistant Administrator				(909)387-0903		N/A	
Rebecca Wynn, ECD Analyst				(909) 388-0965			
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Cooperation Agreement							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		July 1, 2012	June 30, 2015	N/A	N/A		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
SBA	ECD	ECD	200	2005		N/A	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
FY 2012-13, 2013-14, 2014-15			FY	Amount	I/D	FY	Amount
City-County Cooperation							
Agreement							

CONTRACTOR Town of Yucca Valley

Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative George Huntington, Town Mayor

Address 57090 Twentynine Palms Hwy, Yucca valley, CA 92284-2932 Phone (760) 369-626

Nature of Contract: *(Briefly describe the general terms of the contract)*

The County of San Bernardino is in the process of qualifying for the next three (3) years (Fiscal Years (2012-2013, 2013-2014, 2014-2015) of Community Development Block Grant (CDBG) entitlement funding as an Urban County. The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the Town of Yucca Valley as a participant in the County's CDBG program. It allows the City's population statistics to be used by HUD to calculate the County's grant amount for each of the next three (3) years. The Cooperation Agreement utilizes language, which has been prescribed by HUD. Once entered, the Cooperation Agreement will remain in effect for the full three-year period.

The attached Contract consists of 6 pages and 3 exhibits

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
_____ County Counsel	_____ Date	_____ Department Head

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FOR FISCAL YEARS 2012-2013, 2013-2014, 2014-2015**

This Agreement is made and entered into this 7th day of June, 2011, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the Town of Yucca Valley, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three (3) years; and,

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, notice CPD-07-03, provides instruction for Urban County Qualification for participation in the CDBG program for fiscal years 2012-2013, 2013-2014, 2014-2015, and specific agreement term and standards; and,

WHEREAS, the execution of this Agreement is necessary to include CITY as a participating unit of general government under COUNTY's Urban County CDBG program (CFDA No. 14.218)

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This Agreement gives COUNTY authority to undertake or assist in undertaking activities for Fiscal Years 2012-2013, 2013-2014 and 2014-2015, which will be funded from the CDBG program, the HOME Investment Partnership Program, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and lower income housing assistance activities.

By executing this Agreement, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this Agreement, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

2. TERM

The term of this Agreement shall be for no less than the COUNTY CDBG Urban County qualification period for fiscal year 2012-2013, commencing on July 1, 2012, and extending through fiscal year 2014-2015, which ends on June 30, 2015, unless an earlier date of termination is fixed by HUD, pursuant to ACT. This Agreement shall remain in effect until all CDBG (and HOME, where applicable) funds covered under the terms of this Agreement, and any income generated from the expenditure of such funds, are expended, and the funded activities are completed. This Agreement may not be terminated or withdrawn by the parties herein covenanted for any circumstance or reason during the term of this Agreement.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the CDBG entitlement grant under ACT. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of ACT and its regulations.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of ACT and its regulations and approved by HUD.

5. COMPLIANCE WITH ACT AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of ACT and its regulations, in utilizing basic grant funds under ACT, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT. COUNTY and CITY will comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT, the Fair Housing Act, and other applicable federal laws. CITY agrees that CDBG funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to CDBG-funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the CDBG-assisted activities identified in this contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

CITY shall indemnify and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

COUNTY shall, at its own cost and expense, defend, indemnify, and hold CITY, its officers, agents, volunteers, and employees, harmless from and against any loss, liability, claim, or damage that may arise from negligent act or omission by COUNTY, its officers, agents, and employees.

9. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits covering all persons, including volunteers providing services on behalf of CONTRACTOR, and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code, and may request a waiver by the COUNTY's Risk Management Division for the requirement for Workers' Compensation Insurance. Waiver approval is at the sole discretion of the COUNTY's Director of Risk Management on a case-by-case basis.

With respect to contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance.

- Commercial/General Liability Insurance - CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000, per occurrence. The policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage (including completed operations); explosion, collapse and underground hazards; personal injury; contractual liability; \$2,000,000 general aggregate limit.
- Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than \$1,000,000 for bodily injury and property damage, per occurrence.

If CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of \$2,000,000 for bodily injury and property damage per occurrence.

If owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirement. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- Additional Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85 (form provided by the COUNTY's Risk Management, if requested).
- Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the COUNTY.
- Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.
- Severability of Interests - CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.
- Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "CONTRACTOR" Insurance Guide rating of "A-VII".
- Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by CONTRACTOR or COUNTY payments to CONTRACTOR will be reduced to pay for COUNTY-purchased insurance.

10. PROOF OF COVERAGE

CITY shall immediately furnish certificates of insurance to the Economic Development Agency, hereinafter referred to as "EDA", evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to EDA, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, CITY shall furnish certified copies of the policies and all endorsements. CITY shall complete and submit Contract Exhibit 1 of 3, INSURANCE INVENTORY, along with the above-required insurance documents.

11. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CITY agrees to execute any such amendment within thirty (30) days of receipt.

12. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the extent possible, CDBG funds will be allocated by COUNTY to CITY according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT (See Exhibit 2 for example of funding allocations). COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT, and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as defined by HUD.

13. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of CDBG funds received by CITY. All said income shall promptly be paid to COUNTY or retained by CITY subject to authorization by COUNTY for CITY use of said income for eligible activities in accordance with all CDBG requirements as may then apply. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by CITY as may be needed for this purpose. In the event of CDBG close-out or change in status of CITY under the CDBG program, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.





IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
JOSIE GONZALES, Chair  
Board of Supervisors

By: \_\_\_\_\_

Title: Town Mayor

APPROVED AS TO LEGAL FORM

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
STEVEN J. SINGLEY  
Deputy County Counsel

By: \_\_\_\_\_

Title: Town Clerk

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

LAURA H. WELCH  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By: \_\_\_\_\_

By: \_\_\_\_\_  
LONA LAYMON, Town Attorney

Dated: \_\_\_\_\_

## COUNTY OF SAN BERNARDINO ECONOMIC DEVELOPMENT AGENCY

Project/ Activity Title:Case Number:Name/Address of Contract Agency:Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca valley, CA 92284-2932Date of Issue: Original: Beginning  
 Amendment No.:INSURANCE INVENTORY

## WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE

Name of Insurance Company: \_\_\_\_\_

Effective Dates: \_\_\_\_\_ - \_\_\_\_\_

Employer's Liability Limit \$ \_\_\_\_\_

Certificate of Insurance Attached?  Yes  No: On File w/ EDA

## COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Name of Contractor's General Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_ - \_\_\_\_\_Per Occurrence \$ \_\_\_\_\_ Additional Insured Endorsement Attached  Yes  No: On File w/ EDAAnnual Aggregate \$ \_\_\_\_\_ Certificate of Insurance Attached  Yes  No: On File w/ EDA

Name of Contractor's Automobile Liability Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_ - \_\_\_\_\_

Per Person: \$ \_\_\_\_\_ Per Accident: \$ \_\_\_\_\_ Damage Liability: \$ \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_

Excess: Umbrella Liability: \$ \_\_\_\_\_

## ERRORS AND OMISSIONS LIABILITY INSURANCE

Name of Contractor's Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_ - \_\_\_\_\_Per Occurrence: \$ \_\_\_\_\_ Additional Insured Endorsement Attached:  Yes  No: On File w/ EDAAnnual Aggregate: \$ \_\_\_\_\_ Certificate of Insurance Attached:  Yes  No: On File w/ EDA

## PROFESSIONAL LIABILITY INSURANCE

Name of Contractor's Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_ - \_\_\_\_\_Per Occurrence: \$ \_\_\_\_\_ Additional Insured Endorsement Attached  Yes  No: On File w/ EDAAnnual Aggregate: \$ \_\_\_\_\_ Certificate of Insurance Attached  Yes  No: On File w/ EDA

**SAMPLE CDBG ALLOCATION**

<b>City</b>	<b>Adjusted Allocation</b>	<b>*15% Public Service Limit</b>	<b>Sample SHR Allocation</b>	<b>Avail Capital Projects</b>
Adelanto	\$ 225,125	\$ 33,769	\$ -	\$ 191,356
Barstow	\$ 224,805	\$ 33,721	\$ 47,223	\$ 143,861
Big Bear Lake	\$ 38,390	\$ 5,759	\$ 9,896	\$ 22,735
Colton	\$ 531,459	\$ 79,719	\$ 96,024	\$ 355,716
Grand Terrace	\$ 63,360	\$ 9,504	\$ 16,281	\$ 37,575
Highland	\$ 508,198	\$ 76,230	\$ 52,869	\$ 379,099
Loma Linda	\$ 164,814	\$ 24,722	\$ 42,747	\$ 97,345
Montclair	\$ 369,104	\$ 55,366	\$ -	\$ 313,738
Needles	\$ 57,429	\$ 8,614	\$ 14,897	\$ 33,918
29 Palms	\$ 175,393	\$ 26,309	\$ 43,974	\$ 105,110
Yucaipa	\$ 305,970	\$ 45,896	\$ 46,940	\$ 213,134
Yucca Valley	\$ 158,578	\$ 23,787	\$ 41,010	\$ 93,781
<b>City Share</b>	<b>\$ 2,822,625</b>	<b>\$ 423,396</b>	<b>\$ 411,861</b>	<b>\$ 1,987,368</b>
<b>County Share</b>	<b>\$ 2,317,654</b>	<b>\$ -</b>	<b>\$ 476,279</b>	<b>\$ 1,841,375</b>
<b>Grand Total</b>	<b>\$ 5,140,279</b>	<b>\$ 423,396</b>	<b>\$ 888,140</b>	<b>\$ 3,828,743</b>

\* At City's discretion can also be allocated to capital projects and/or Senior Home Repair Program (SHRP)

FOR COUNTY USE ONLY



County of San Bernardino

FAS

CONTRACT TRANSMITTAL

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept. <b>A</b>	Contract Number			
<input type="checkbox"/> Change			ECD	ECD				
<input type="checkbox"/> Cancel								
County Department			Dept.	Orgn.	Contractor's License No.			
Economic Development Agency			ECD	ECD				
County Department Contract Representative				Telephone		Total Contract Amount		
Patricia M. Cole, Assistant Administrator				(909) 387-0903		N/A		
Rebecca Wynn, ECD Analyst				(909) 388-0965				
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Delegate Agency Agreement								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
		July 1, 2012	June 30, 2015	N/A	N/A			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
SBA	ECD	ECD	200	2005		N/A		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
2012-2015 CDBG City/County Delegate Agency Agreement			FY	Amount	I/D	FY	Amount	I/D
Contract Type 2 (b)								

CONTRACTOR Town of Yucca Valley

Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative George Huntington, Town Mayor

Address 57090 Twentynine Palms Hwy., Yucca Valley, CA 92284-2932 Phone (760) 369-7207

Nature of Contract: *(Briefly describe the general terms of the contract)*

In compliance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, the County executed Cooperation Agreements with 12 incorporated cities to qualify as an "Urban County" through mutual cooperation to undertake or assist in undertaking essential community development and housing activities. This was accomplished on June 7, 2011, when said Agreements were executed for joint participation in the CDBG program for Fiscal Years 2012 through 2015.

Pursuant to Section 16 of the Cooperation Agreements, the Delegate Agency Agreements and their attachments are set forth to further implement the provisions of the Cooperation Agreements. They specify the procedures, sequences, responsibilities and forms to be used to carry out CDBG activities according to local, state and federal requirements. The Delegate Agency Agreements are specifically subordinate and supplementary to and concurrent with the Cooperation Agreements.

The attached Contract consists of 10 pages and 4 attachments

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

COMMUNITY DEVELOPMENT BLOCK GRANT  
CITY-COUNTY DELEGATE AGENCY AGREEMENT  
For Fiscal Years 2012-13, 2013-14, 2014-15

This Agreement is made and entered into, by and between the County of San Bernardino hereinafter referred to as "COUNTY", and the Town of Yucca Valley, a municipal corporation and a political subdivision of the State of California located within the boundaries of San Bernardino County, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, COUNTY has been designated an "Urban County" by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", as that term is defined in Title I of the Housing and Community Development Act of 1974 as amended, hereinafter referred to as "ACT", and accordingly, COUNTY will administer a Community Development Block Grant (CDBG) program (CFDA No. 14.218) that includes the development of a Consolidated Submission of the HUD Housing and Community Development Grant programs, hereinafter referred to as "CONSOLIDATED PLAN", which constitutes COUNTY's application for federal assistance under said ACT; and,

WHEREAS, CITY and COUNTY have entered into a "Cooperation Agreement for Community Development Block Grant Funds", as part of COUNTY's CDBG program, covering Fiscal Years 2012-13, 2013-14, and 2014-15, to which this is a subordinate and supplementary agreement per Section 16 (Other Agreements) of said Cooperation Agreement executed by these parties, dated June 7, 2011; and,

WHEREAS, COUNTY administers a CDBG program in cooperation with 12 cities, and in the unincorporated areas of San Bernardino County, through Economic Development Agency, hereinafter referred to as "EDA"; and,

WHEREAS, CITY has the ability to manage and administer CDBG projects; and,

WHEREAS, CITY chooses to assume the responsibility of project implementation within its corporate limits in cooperation with COUNTY; and,

WHEREAS, both COUNTY and CITY seek to coordinate their efforts to maximize utilization of personnel and resources and increase efficiency and economies of scale in the planning and administration of the program hereinafter set forth.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. PURPOSE

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this Agreement is to implement the provisions of the Cooperation Agreement in carrying out CDBG activities that have been approved by COUNTY for CITY in accordance with CONSOLIDATED PLAN. The purpose will be accomplished pursuant to the requirements of the ACT, its regulations and other federal, state and county laws and policies in the manner hereinafter set forth.

Unless specified otherwise, EDA shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof.

2. TERM

This Agreement shall become effective starting Fiscal Year 2012-2013 that begins July 1, 2012 and shall continue in full force and effect through Fiscal Year 2014-2015 that ends on June 30, 2015. COUNTY may grant an extension of up to six months of the effective period of this Agreement for the purpose of completing CITY's projects/activities that are underway and cannot be completed during the term of this Agreement. CITY must request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of the Agreement shall be in effect and continue in full force as prescribed in Section 9.

3. AUTHORIZATION OF PROJECT/ACTIVITY

CITY shall not initiate nor incur expenses for any CDBG funded project or activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY. Written authorization will be accomplished when Attachments A (Request to Initiate Project or Activity) and B (Project or Activity Description) of this Agreement have been completed for a CDBG funded project or activity and signed by CITY and countersigned by EDA. Any such authorized Project or Activity shall hereinafter be referred to as an "AUTHORIZED PROJECT".

4. IMPLEMENTATION OF AUTHORIZED PROJECT

CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and language contained in the Delegate Agency Construction Contract Provisions (Attachment D), and agrees to comply with all applicable local county, state and federal regulations associated with the implementation of CDBG projects.

CITY may contract for all necessary services to complete AUTHORIZED PROJECTS described on its executed Attachments A and B provided that contracts are submitted to and approved in writing by EDA prior to their execution. CITY Attorney is responsible for assuring and certifying that the AUTHORIZED PROJECT undertaken by CITY's contracting party complies with all applicable regulations and statutes, as amended, listed in Attachment C, Section IV.

5. MODIFICATION OF AUTHORIZED PROJECTS

All modifications to AUTHORIZED PROJECT must be pre-approved by COUNTY in order to be considered a part of AUTHORIZED PROJECT and eligible for reimbursement by COUNTY. CITY may request modification(s) to CDBG funding levels authorized by Attachment A or the pertinent Project Description (i.e. Scope of Activity) authorized by Attachment B. Upon receipt of a written request from CITY, and approval by COUNTY, COUNTY will revise Attachments A and B.

6. CONSOLIDATED PLAN AMENDMENT

Requests by CITY to add, delete or substantially modify an activity listed in CONSOLIDATED PLAN must be made in writing to COUNTY. Requests to add new activity(ies) must be accompanied by a CDBG project proposal application.

Substantial modifications are defined as follows: 1) an increase in funding for a CDBG public service-type activity in an amount greater than \$50,000 over the current funded amount; or 2) an increase in the funding for other activities (public facility improvements, code enforcement, acquisition, etc.) in an amount greater than \$400,000 over the current funded amount; or 3) A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan; or 4) a change in the type of activity; or 5) a change in the location of the activity; or 6) a change in the beneficiaries of the activity.

Requests for additions and substantial modifications will be reviewed by COUNTY for eligibility and compatibility with CONSOLIDATED PLAN. Additions, deletions and substantial modifications must be approved by CITY Council action and supportive documentation for said action must be sent to COUNTY. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of CONSOLIDATED PLAN.

7. COUNTY RESPONSIBILITIES

COUNTY, through EDA, is empowered to enforce all federal regulations pertaining to CDBG funded projects undertaken by CITY under this Agreement. CITY recognizes that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified, under this Agreement. COUNTY will provide technical assistance to CITY in a timely and expeditious manner upon written request to EDA Assistant Administrator.

8. CONFORMANCE TO COUNTY PROCEDURES

Under this Agreement, CITY elects to be responsible for carrying out CDBG projects. However, in implementing said projects, CITY must perform all services and activities in accordance with federal and state statutory requirements and with the policies and procedures established by the Board of Supervisors, and shall comply with the following:

A. COMMUNITY DEVELOPMENT ADMINISTRATOR

Upon COUNTY and CITY's mutual assent to this Agreement, CITY will designate a "Community Development Administrator" by filling in the name of said person in the space provided below. The Community Development Administrator is the responsible authority for all correspondence with COUNTY, the signatory on AUTHORIZED PROJECT Attachments A and B and shall advise the CITY council, CITY administration and CITY staff, as appropriate regarding the CDBG program. CITY may, by written notification as set forth below, change the Community Development Administrator.

CITY's Community Development Administrator for this Agreement is

\_\_\_\_\_, TITLE: \_\_\_\_\_

B. FISCAL CONTACT PERSON

For purposes of this Agreement, CITY shall also designate a fiscal contact person by filling in the space provided below. The fiscal contact person shall be responsible for billing and fiscal procedures regarding the CDBG program and will serve as the primary contact for technical fiscal matters. CITY may, by written notification as set forth below, change the fiscal contact person.

CITY Fiscal Contact person for this Agreement is

\_\_\_\_\_, TITLE: \_\_\_\_\_

C. CITY shall be responsible for maintaining complete and separate fiscal accounts for CDBG funds which come under its control in such manner as to permit the reports required by COUNTY to be prepared therefrom and to permit the tracing of CDBG funds to their final expenditure. CITY will submit to EDA complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures.



9. MAINTENANCE AND OPERATION OF FACILITIES

CITY shall provide maintenance and operation for the life of any and all facilities constructed with CDBG funds under this Agreement that are CITY owned or operated, for the life of the facility, not less than 10 years. This Section shall survive the termination of this Agreement.

10. FUNDING LIMITS

CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated by CITY in AUTHORIZED PROJECTS Attachment A.

11. DISBURSEMENT OF FUNDS

All CDBG funds allocated to CITY'S AUTHORIZED PROJECT(S) shall be received from the federal government by COUNTY under ACT. EDA will disburse the funds to CITY on a cost reimbursement basis. Billing shall be accompanied by all pertinent source documentation to be presented to EDA by CITY on or about the first day of each month, allowing 30 days for payment on the part of EDA. COUNTY shall be entitled to retain from such funds such amount as is calculated as the direct costs (including, but not limited to, salaries, benefits, mileage, actual cost of materials, meals and other authorized expenses allowable under the Travel Code Section 13.0638 County of San Bernardino) incurred by COUNTY in implementing CITY'S AUTHORIZED PROJECTS.

12. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs carried out by CITY, CITY'S Contractor, or CITY'S subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Agreement in a satisfactory or timely manner consistent with federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY'S performance. CITY shall then have a maximum of ten (10) days in which to remedy said deficiencies. Should approval of COUNTY not be obtained within said period, COUNTY shall have full authority to reallocate CITY'S CDBG program funding to other eligible activities, which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

13. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CITY as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CITY shall retain the use of program income by returning program income to COUNTY and requesting project budget increases for activities authorized under this Agreement. Program income shall be returned to COUNTY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of \$1,000; or c) the end of each fiscal year. CITY shall include the reports required by Section 14, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to CITY will be spent by CITY on only those costs authorized under this Agreement. All provisions of this Agreement shall apply to said use of program income funds. CITY shall account for the receipt and use of program income in such a way that program income is spent on AUTHORIZED PROJECTS before additional CDBG funds are spent.

Any program income on-hand when this Agreement expires or is received after such expiration, will be paid to COUNTY.

14. PROGRAM REPORTING AND RETENTION OF RECORDS

CITY agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CITY shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CITY for a minimum of five years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this Contract is reported on for the final time. Said COUNTY submission will follow CITY's final submission to COUNTY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five years or until the issue is resolved, whichever is longer.

Records that pertain to real estate transactions must be maintained for five years or the number of years that there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All CITY's records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CITY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the EDA Administrator or his designee.

15. MONITORING

EDA Administrator or designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which the CONSOLIDATED PLAN has been implemented and measurable goals achieved, effectiveness of project management, and impact of AUTHORIZED PROJECTS. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CITY under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. CITY will permit on-site inspection by COUNTY, and HUD representatives, and insure that its employees furnish such information, as in the judgment of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

16. ACCOUNTING

CITY must establish and maintain, on a current basis, an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.

17. AUDITS

CITY is required to arrange for an independent financial and compliance audit annually for each fiscal year during which federal funds are received under this Agreement as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within 30 days of completion. Within 30 days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six months after EDA's receipt of the audit report. An audit may also be conducted by federal, state or local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this Agreement, cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to

CITY's CDBG AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG AUTHORIZED PROJECT allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.

18. REVERSION OF ASSETS

Upon Agreement termination, CITY shall transfer to COUNTY all CDBG funds on-hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Contract must continue in the use that provides the service benefits and national objectives, for which it was funded until five years after expiration of this Contract as set forth in 24 CFR 570.503, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property, as determined by COUNTY, less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. This Section 18 shall survive the termination of this Contract.

19. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving 30 days notice in writing to the other party. An agreement must be reached by both parties as to conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience. EDA is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in HUD CDBG funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If CITY materially fails to comply with any term of this Agreement, COUNTY may take one or more of the actions provided under the federal regulation at 24 CFR Part 85.43, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such an event, CITY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

20. PROJECT ACKNOWLEDGMENT

Should CITY determine that the funding sources or the names of responsible public officials be displayed on a completed building or significant project, such identification should be acknowledged on a plaque, permanently mounted in an appropriate location, made of bronze or other appropriate material, acknowledging the funding source as the Department of Housing and Urban Development, San Bernardino County Community Development Block Grant. The current Board of Supervisors and the members of the CITY Council shall also be identified. When multiple funding sources are utilized to construct a project, all funding sources shall be identified. The listing order of multiple funding sources identified on the plaque shall be the largest dollar amount first, the second largest dollar amount second, etc.

21. CONTRACT COMPLIANCE

CITY will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and Labor Surplus Area Firms (a firm located in an area of high unemployment) are used when possible in compliance with provisions of Title 24 code of federal regulations Part 85.36(e).

CITY shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

CITY shall make every effort to ensure that all projects funded wholly or in part by CDBG program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CITY shall make every effort to employ residents of the area and shall keep a report of CITY staff positions that have been funded directly by, or as a result of this program.

## 22. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment by CITY.

## 23. STANDARDS OF CONDUCT

Pursuant to Office of Management and Budget Circular A-110 Attachment O and 24 CFR 570.611, Conflict of Interest, and 24 CFR Part 85.36, Procurement, CITY shall maintain a written code or standards of conduct that shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the CITY shall participate in selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization, which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

CITY officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-Agreements.

CITY may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by CITY's officers, employees, or agents, or by contractors or their agents.

## 24. FORMER COUNTY OFFICIALS

CITY agrees to provide or has already provided information on former COUNTY Administrative Officials (as defined below) who are employed by or represent CITY. The information required includes a list of former COUNTY Administrative Officials, who terminated County employment within the last five years and are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of CITY. For purposes of this provision, "COUNTY Administrative Official" is defined as a member of the Board of Supervisors or such Officer's staff, COUNTY Administrative Officer or member of such Officer's staff, COUNTY Department or Group Head, Assistant Department or Group Head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

25. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CITY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

26. INDEMNIFICATION

CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from and cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.

CITY shall indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities under taken by each of CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Contract were improperly expended. This Section 26 shall survive the termination of this Contract.

27. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this agreement.

28. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of this Agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, additions or variations of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

29. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by OP 3 listed in whole or in part by and through the Federal

Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

#### Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

#### Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
JOSIE GONZALES, Chair  
Board of Supervisors

By: \_\_\_\_\_  
GEORGE HUNTINGTON, Town Mayor

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL FORM.

ATTEST:

By: \_\_\_\_\_  
STEVEN J. SINGLEY  
Deputy County Counsel

By: \_\_\_\_\_  
JAMIE ANDERSON, Town Clerk

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

LAURA H. WELCH  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By: \_\_\_\_\_  
LONA LAYMON, City Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY**

PROJECT/CASE NUMBER:

DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218

ORIGINAL:

REVISION No.:

TARGET AREA:

DATE OF REVISION:

Pursuant to the terms of the Delegate Agency Agreement between the Economic Development Agency (EDA), and the Town of Yucca Valley, dated 06/07/11, EDA hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of EDA Assistant Administrator.

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

TOTAL PROJECT FUNDING:

\$ \_\_\_\_\_

CDBG ALLOCATION

RELEASED:

\$ \_\_\_\_\_

CDBG FUNDS

EXPENDED AS OF:

\$ \_\_\_\_\_

DATE OF RELEASE OF FUNDS:

BALANCE OF FUNDS AVAILABLE:

\$ \_\_\_\_\_

SCHEDULE OF CITY CDBG ALLOCATION:

Year 1-34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40	
Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	TOTAL OF
<u>(75-2009)</u>	<u>(2009-10)</u>	<u>(2010-11)</u>	<u>(2011-12)</u>	<u>(2012-13)</u>	<u>(2013-14)</u>	<u>(2014-15)</u>	<u>40 YEARS</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION:

**ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY**

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

LAND ACQUISITION: \$ \_\_\_\_\_

STAFF COST RELATED

TO LAND ACQUISITION: \$ \_\_\_\_\_

DESIGN: \$ \_\_\_\_\_

CONSULTANT SERVICES: \$ \_\_\_\_\_

PURCHASE OF EQUIPMENT: \$ \_\_\_\_\_

CONSTRUCTION COST: \$ \_\_\_\_\_

CITY STAFF COST: \$ \_\_\_\_\_

CONTINGENCY: \$ \_\_\_\_\_

**TOTAL CITY CDBG ALLOCATION AVAILABLE:** \$ \_\_\_\_\_

IMPLEMENTING CITY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
EDA ASSISTANT ADMINISTRATOR

DATE: \_\_\_\_\_



ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER:

DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218

ORIGINAL: REVISION No.:

TARGET AREA:

DATE OF REVISION:

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

ACTIVITY DESCRIPTION:

IMPLEMENTING CITY:

\_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

ECONOMIC DEVELOPMENT AGENCY

\_\_\_\_\_

EDA ASSISTANT ADMINISTRATOR

\_\_\_\_\_

DATE

**Attachment C**  
**COUNTY OF SAN BERNARDINO**  
**ECONOMIC DEVELOPMENT AGENCY**  
**DELEGATE AGENCY**  
**COORDINATION PROCEDURES**

I. Introduction

The following procedures identify the actions, responsibilities, and sequence of events for Community Development Block Grant, hereinafter referred to as "CDBG", funded projects being implemented by a coordinated effort between the San Bernardino County Economic Development Agency, hereinafter referred to as "EDA," and the Delegate Agency, hereinafter referred to as "DA". For each action or event listed in Section III of this attachment, the entity responsible for carrying out that action or event is referenced beside it. Section IV contains regulations and statutes applicable to CDBG funded activities.

II. Authorization to Proceed

The Delegate Agency is not authorized to expend funds or to initiate CDBG projects until authorized to do so in writing by EDA. Contract procurement shall be governed by all Federal regulations and statutes, as amended, listed in Section IV of the Attachment. EDA payments of DA Requests for Reimbursement will be subject to DA submittal of a complete reimbursement report package as listed in Section III, D-20.

A. Project/Activity Budget

Each project activity is initiated by an Attachment "A". The Attachment "A" is released when the project/activity is ready to be implemented and subsequent to environmental clearance and release of funds from HUD. It specifies the total funding allocation for the project/activity, the portions currently released and available to expend, the budget categories, the allocation will be expended under, and the entity responsible for maintenance and operation of the completed project.

In accepting the Attachment "A" the DA is to complete an estimated budget showing the allocation distribution to design costs, staff costs, construction costs, etc. This breakdown may also include a contingency or inflation factor not to exceed 10% of the total activity allocation.

B. Activity Description

The activity description is forwarded to the DA as Attachment "B". The preparation of the project description, both preliminary and final, is the responsibility of the EDA.

The Description should be specific enough for use as the scope of work funded by CDBG money in a Request for Proposal (RFP) for architectural or engineering services or for a vendor in preparing a bid. It will contain, but is not limited to the following:

1. Title of Project/Activity
2. Activity Number
3. Specific site description
4. On- and off-site improvement description
5. Size of building
6. Fixtures list (such as stove, built-in equipment)
7. Water and sewer requirements
8. Utilities
9. Specific zoning and planning requirements

10. Specific uses of the site and/or building
11. Equipment
12. Functions

Approval to change the project/activity description will come from EDA in the form of a revised Attachment "B" (and corresponding Attachment "A", if appropriate).

EDA will complete the Attachments "A" and "B" and will send two (2) copies each to DA for signature. Once signed and fully completed, they must be returned to EDA for the Assistant Administrator's signature. A copy of each will be returned to DA signifying authorization to proceed with actions outlined in the following sections:

### III. Actions and Responsibilities

#### A. Property Acquisition

The DA can pursue the acquisition of real property (and related relocation requirements, if necessary) through its jurisdiction or request the County's Public and Support Services Group Real Estate Services Department, hereinafter referred to as "RES", to handle the acquisition and/or relocation. If relocation is required, initiate a 90-day notice to occupant(s).

1. If DA wishes to purchase the property, the following procedures should be followed:
  - a. DA: Refers to HUD Handbook 1378 which implements the Uniform Relocation Assistance and Real Property Acquisition regulations including the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Braithwaite Act of the State of California and any subsequent amendments to these acts and regulations. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49CFR 24.203) provision of the Relocation Handbook 1378.
  - b. DA: Obtains required appraisals.
  - c. DA: Reviews required appraisals and/or leases to determine if property can be acquired within the project allocation.
  - d. DA: Sends all lease documents to EDA for approval.
  - e. DA: Sends any requests for adjustments of funds for property acquisition and/or relocation to the EDA Assistant Administrator for approval.
  - f. EDA: Issues approvals in relation to "d" above and sends them to DA.
  - g. DA: Initiates lease or purchase.
  - h. DA: Sends Request for Advance of Funds to EDA, 10 working days prior to expected close of escrow, with all appropriate documentation attached.

2. If DA desires to have RES handle Acquisition and/or relocation activities, the DA should follow this procedure:
  - a. DA: Submits a letter to EDA requesting that RES handle the project/activity, describing in detail what property is to be acquired, giving all pertinent information, and identifying who the DA contact person is to be. If relocation is required, initiate a 90-day notice to occupant(s).
  - b. EDA: Initiates appraisal process.
  - c. RES: Obtains required appraisals.
  - d. RES: Forwards appraisals to DA.
  - e. DA: Reviews appraisals and/or leases to determine if property should be acquired and/or leased. Prepares and forwards request to EDA.
  - f. EDA: Reviews request from DA, and forwards Authorization to Proceed to RES (note all leases and all adjustments in project allocations must be requested and approved by the EDA Assistant Administrator).
  - g. RES: Initiates purchase or lease of property. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49 CFR 24.203) provision of the Relocation Handbook 1378.

RES will work with the designated DA contact person throughout the acquisition/relocation process to assure that the DA is aware of the activities and can make any necessary decisions in relation to the activity.

#### B. Architect and/or Engineer Selection

1. The usual procedure for the selection of an architect or engineer involves a Request for Proposal (RFP) for professional services, following this process:
  - a. DA: Prepares an RFP for architectural and engineering or other consultant services.
  - b. DA: Submit draft RFP to EDA for review for contract compliance and consistency with Federal Title 24 CFR, Part 85 Section 85.36, (Procurement Standards).
  - c. DA: Incorporates EDA revisions, if any, into RFP and reviews RFP's for compliance with State, Federal, Local and EDA regulations. Requests EDA for "Approval to Proceed" to Issue "RFP".
  - d. EDA: Issues to DA an "Approval to Proceed" to issue an "RFP".
  - e. DA: Advertises RFP, receives responses, interviews, requests EDA representation on selection committee and makes selection.
  - f. DA: Notifies EDA of selection. Sends back-up documentation and draft contract to EDA. Requests EDA for "Approval to Proceed" to award a "Consultant Services Contract".

- g. EDA: Reviews final contract for contract compliance and issues an "Approval to Proceed" to award a "Consultant Services Contract".
  - h. DA: Awards Consultant Services Contract.
2. Architectural and engineering services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:
- a. DA: Determines that the situation warrants sole source procurement and that such procurement will comply with requirements and criteria specified in Federal Title 24 CFR Part 85.36, (Procurement Standards).
  - b. DA: Selects architect, engineer or other consultants.
  - c. DA: Sends request for "Approval to Proceed" to award a "Sole Source Consultant Services Contract" to EDA explaining why the DA has chosen the consultant and why the competitive RFP procedure is not being used.
  - d. EDA: Reviews the request and approves or denies sole source procurement request based on explanation and backup.
  - e. EDA: Issues "Approval to Proceed" to award a "Sole Source Consultant Services Contract" authorization or denial of request.
  - f. DA: Negotiates and awards the sole source contract.

C. Design Phase

- 1. DA: Monitors preparation of preliminary plans by architect.
- 2. DA: Notifies EDA of all public meetings with architect, five working days before event.
- 3. EDA/  
DA: Reviews and approves preliminary design.
- 4. DA: Secures all required permits and regulatory approvals.
- 5. DA: Reviews and approves plans and specifications, and obtains current Federal Wage Decision from EDA or online at [www.gpo.gov/davisbacon/ca.html](http://www.gpo.gov/davisbacon/ca.html), to be included in the bid package.
- 6. DA: Forwards construction bid package and approved plans to EDA for review and approval along with request for "Approval to Proceed" to issue an "Invitation to Bid" for construction services. See (Attachment D) "Construction Contract Boilerplate", for the forms used in preparing bid packages.
- 7. EDA: Reviews and approves construction bid package for compliance with Federal and local regulations and forwards authorization to proceed with changes (if any) to DA.

8. DA: Secures plans, check of plans and specifications from the appropriate Building and Safety Authority.

D. Construction Phase

1. DA: Determines bid solicitation process permitted by CDBG requirements under Federal Title 24 CFR Part 85.36 (Procurement Standards), and County contracting regulations. Advertises "Invitation to Bid" and receives bids.
2. DA: Ten days prior to bid opening, DA makes telephone contact with EDA and requests from EDA or obtains online at [www.gpo.gov/davisbacon/ca.html](http://www.gpo.gov/davisbacon/ca.html) the current Federal Wage Decision. If they are in any way different from those issued in the original bid package, DA will issue a bid addendum and immediately forward latest wage decision to all bidding contractors who, in turn, submit revised bids prior to the bid opening. DA shall notify EDA of any change in the Federal Wage Decision should DA use the online option above.
3. DA: Conducts bid opening and reviews bid documents submitted by the low-bidder to assure compliance with County Policy 15-01, if applicable, and 24 CFR 85.36(e) regarding the participation of minority, disadvantaged and women business enterprises (MWBE's) in the proposed construction contract. If DA has its own plan that meets the aforementioned requirements, it may use this plan for bid document reviews.
4. DA: Submits the low-bidder information and list of subcontractors to EDA and requests EDA for "Approval to Proceed" to award a "Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revision of Attachment "A") or change in project description (revision of Attachment "B") should be sent at this time.
5. EDA: Prepares revisions to Attachment "A" and/or "B" as requested.
6. EDA: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.
7. EDA: Issues "Approval to Proceed" to DA.
8. DA: Insures completeness of contract documents prior to award of contract. Construction contracts must contain a copy of Federal Labor Standards Provisions (HUD 4010), applicable Federal Wage Determination, and a copy of restrictions on public buildings and public works projects provisions.
9. DA: Awards Contract.
10. DA: Notifies EDA of pre-construction conference at least five working days prior to event. Submits required EDA documents prior to pre-construction meetings.
11. DA: Conducts pre-construction conference (EDA attendance mandatory). EDA forwards Contract Compliance Instructions to prime contractor.
12. DA: Provides EDA with a copy of signed contract prior to start of construction. DA ensures completion of bonds and obtains contractor/subcontractor certifications concerning labor standards and prevailing wage requirements;

- Equal Employment Opportunity, and restrictions on public buildings and public works projects before signing contract.
13. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.
  14. EDA/  
DA: Ongoing observation and monitoring of projects.
  15. DA: Conducts on-site interviews with contractor employees for each trade regarding their wages. Sends copy of interviews to EDA.
  16. DA: Ensures contractor's submission of Weekly Certified Payroll, form WH-347. (See Attachment "D-29" for form WH-347.)
  17. DA: Receives from Contractor requests for progress payments and any other documentation of expenditures and work accomplished.
  18. EDA: Receives from Contractor Weekly Certified Payroll forms WITH ORIGINAL SIGNATURES during the term of construction. Duplicate copies may be sent to DA if requested.
  19. EDA: Checks wages reported on Certified Payroll forms against employee interview forms for consistency between wage rates reported by contractor and wages received by employees.
  20. DA: Submits to EDA once each month during the term of the construction contract, a report package containing:
    - Request for Reimbursement and accompanying documentation. Payments on said requests are subject to complete compliance with Federal Labor Standards.
  21. DA: Notifies EDA of all meetings regarding EDA projects, such as Design Conferences, Public Meetings, meetings with Community Development Advisory Commission, and DA at least five (5) working days before event occurs.
  22. DA: Processes change orders and sends copy(ies) of proposed change order(s) along with a request for an approval of a "Contract Change Order" to EDA. DA must obtain approval from EDA regarding all change orders prior to authorizing the contractor to proceed with said changes.
  23. DA: Notifies EDA of proposed changes in the list of subcontractor(s) and submits a request for "Approval to Proceed" to add or delete subcontractor(s) from the approved list.
  24. EDA: Revises Attachments "A" or "B", if necessary, and issues an "Approval to Proceed" to issue a "Change Order(s)" to DA.
  25. DA: Notifies EDA of final inspections at least five (5) working days before inspection date.
  26. DA: Attends final inspections (EDA attendance optional).

27. DA: Secures its governing body's acceptance of completed project and filing of Notice of Completion and submits "Notice of Completion" to EDA.
28. EDA: Monitors project progress and contract compliance and issues, as necessary, "Notice to Submit Final Activity Costs" notices to DA.
29. DA: Takes necessary actions to comply with said notices.
30. EDA: Conducts "Annual Certification of Use of Facilities".

IV. DA must ensure compliance with the following regulations and statutes, as amended, in carrying out CDBG funded activities:

- A. Community Development Block Grant Regulations of the Housing and Community Development Act of 1974, as amended (24 CFR 570).
- B. Applicable Uniform Administrative Requirements:
  - 1) Office of Management and Budget Circular A-87
  - 2) Office of Management and Budget Circular A-128
  - 3) 24 CFR Part 85
- C. Applicable Uniform Administrative Requirements for Subrecipients that are not Governmental Entities:
  - 1) Office of Management and Budget Circular A-110
  - 2) Office of Management and Budget Circular A-122
  - 3) 24 CFR Part 84
- D. Federal Labor Standards Compliance Handbook No. 1344.1 REV-1 including:
  - 1) Davis-Bacon Act (40 U.S.C. 276a to a-7)
  - 2) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)
  - 3) Copeland Act (18 U.S.C. 874)
- E. Equal Employment Opportunity Requirements of Executive Order 11246, as amended
- F. Environmental Protection Agency Regulations (40 CFR Part 1500-1508)
- G. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128)
- H. Archaeological and Historic Preservation Act of 1974
- I. Rehabilitation Act of 1973, as amended
- J. Americans With Disabilities Act
- K. Clean Air Act (42 U.S.C. 7401 et. seq.)



- L. Clean Water Act (33 U.S.C. 1368)
- M. Section 3 Regulations of the Housing and Urban Development Act of 1968, Title 24 CFR, Part 135 (12 U.S.C. 1701u)
- N. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. seq.)
- O. Fair Housing Act (42 U.S.C. 3601-20)
- P. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655)
- Q. Hatch Act
- R. Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b))

ATTACHMENT "D"  
EDA CONSTRUCTION CONTRACT  
PROVISIONS

# ATTACHMENT “D”

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## CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of state and federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

**Affirmative Action Compliance Guidelines for Construction or Non-Construction Contractors** – Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help Contractors meet affirmative action and equal employment opportunity requirements set forth in federal regulations 41 CFR 60.

**Bid Bond** – A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid. A sample form is included under "Example Documents" of the Attachment "D".

**Certificate of Owner's Attorney** – This certificate is to be completed by the owner's attorney when applicable. A sample form is included under "Example Documents" of the Attachment "D".

**Certification of Bidder Regarding Equal Employment Opportunity** – This certification is required by Federal law (41 CFR 60) and must be completed by the prime Contractor and submitted to the CITY/COUNTY prior to the pre-construction meeting.

**Certification of Compliance with Air and Water Acts** – The prime Contractor and all Subcontractors must comply with this certification when the contract exceeds \$100,000.

**Certification of Proposed Subcontractor Regarding Equal Employment Opportunity** – This certification must be completed by all Subcontractors and submitted to the prime contractor for submittal to the CITY/COUNTY prior to the pre-construction meeting.

**Contractor's Certification of Compliance with Davis-Bacon and Related Acts** – This certification is required by federal law (29 CFR 5) and must be completed by the prime Contractor and submitted to the CITY/COUNTY.

**Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions** – These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

**Federal Labor Standards Provisions (HUD 4010 form)** – These provisions set forth the federal labor requirements for contractors working on a federally-assisted construction projects in which the prime contract exceeds \$2,000. The prime Contractor and all Subcontractors are required to pay their laborers and mechanics working onsite a wage not less than the highest wage for the work classification specified in both the Federal and State Wage Decisions when the contract amount for the prime Contractor exceeds \$2,000. The prime Contractor is responsible for including these provisions in all subcontracts.

**Federal Prevailing Wage Decision** – The Federal Wage Decision contains the federal wage rates for heavy construction projects within the County of San Bernardino. A copy of the decision is included in the bid package and can also be found at <http://www.gpo.gov/davisbacon/ca.html>. The wage decision that applies to the project is the one in effect ten days prior to the bid opening date.

**Labor and Materials Bond** – This payment bond guarantees that employees/Subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor and Materials Bond must be at least 100% of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

**Minority and Women Owned Business Enterprise Participation Form** – This form contains data collected by the U.S. Department of Housing and Urban Development and must be completed by the prime Contractor and submitted to the CITY/COUNTY prior to the pre-construction meeting.

**Performance Bond** – This bond guarantees the Contractor's performance under the terms of the construction contract and must be at least 100% of the contract price and submitted to the CITY/COUNTY following award of the contract.

**Section 3** – This law applies to construction contracts exceeding \$100,000 on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, Contractor(s) and Subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 30% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

# BID PACKAGE INSERT - NOTICE INVITING BIDS

## COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification *at the time of this advertisement*, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supercede that included herein, up until a minimum of ten days prior to the actual Bid Opening.

# BID PACKAGE INSERT - INSTRUCTIONS TO BIDDERS

## COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Prevailing Wage, will be enforced for all work under this Contract.** The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that included herein, up until a minimum of 10 days prior to the actual Bid Opening.

A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity** - The bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractors aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

# INSERT – CONSTRUCTION CONTRACT

Federal Labor Standard Provisions (HUD 4010 form) apply to this project and are attached.

**REQUIRED DOCUMENTS CHECKLIST**

***REQUIRED PRIOR TO CONTRACT AWARD***

- 1. **Bid Package** signed by Contractor or letter stating that the project specifications document is part of the contract
- 2. **Signed Partnership Agreement** (if applicable)
- 3. **Bid Bond**

***REQUIRED PRIOR TO PRECONSTRUCTION MEETING***

- 4. **Executed Contract/Purchase Order** NOTE: HUD form 4010 must be attached to contract
- 5. **Bonds** (performance/payment or labor and material bonds)
- 6. Completed "Minority and Women Owned Business Enterprise Participation" Form
- 7. Completed Bidder/Subcontractor's Certification regarding Equal Employment
- 8. Signed Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements

***REQUIRED DURING CONSTRUCTION***

- 9. Weekly Certified Payrolls
- 10. **Statement of Authorization** (required if payrolls are certified by someone other than the owner or corporate officer)\*
- 11. **Fringe Benefit Statement** (required if employee benefits are paid to a trust fund)\*
- 12. **Section 3 Report** (Applies to contracts of \$100,000 or more)

*\*Note: These forms are located in the "Additional Required Document/Sample Documents" section of Attachment "D" and will be discussed by County EDA staff at the preconstruction meeting.*

## 1. Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2) The classification is utilized in the area by the construction industry; and

3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or Subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the



journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The Contractor or Subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the Subcontractors to include *these clauses in any lower tier subcontracts.* The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any

Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each Subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

I, \_\_\_\_\_, as Prime Contractor for Project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereby make the following certification and acknowledgment with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this Contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with the Davis-Bacon and Related Acts Requirements; and,
- 2) The Prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no federal work classification appears to apply, prime Contractor shall make written request to County to obtain applicable work classifications and wage rates prior to start of construction. When the same classification appears in both the Federal and State Wage decisions, the higher wage must be paid for that classification. The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Acts Requirements.

## IF THE COMPANY IS A CORPORATION, CORPORATE OFFICERS ARE AS FOLLOWS:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Signature, Prime Contractor

\_\_\_\_\_  
Title (Owner or President)

\_\_\_\_\_  
Date

SAN BERNARDINO COUNTY ECONOMIC DEVELOPMENT AGENCY  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION**

This form is designed to assist the County of San Bernardino in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all Subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

**PROJECT**

<hr/> <b>Project Name</b> \$ _____ <b>Total Bid Amount</b>	<hr/> <b>Project Number</b> Federally funded or assisted? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**CONTRACTOR**

<hr/> <b>Contractor's Name</b> <hr/> <b>Federal I.D. Number</b> \$ _____  Portion of Bid Amount to be performed by Contractor	<hr/> <b>Address</b> <hr/> <b>City</b> <span style="float: right;"><b>State</b> <b>Zip Code</b></span> Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what Minority? _____ Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

**SUBCONTRACTORS**

1) \_\_\_\_\_

<hr/> <b>Subcontractor's Name</b> <hr/> <b>Federal I.D. Number</b> \$ _____ <b>Subcontract Bid Amount</b>	<hr/> <b>Address</b> <hr/> <b>City</b> <span style="float: right;"><b>State</b> <b>Zip Code</b></span> Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what Minority? _____ Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

2) \_\_\_\_\_

<hr/> <b>Subcontractor's Name</b> <hr/> <b>Federal I.D. Number</b> \$ _____ <b>Subcontract Bid Amount</b>	<hr/> <b>Address</b> <hr/> <b>City</b> <span style="float: right;"><b>State</b> <b>Zip Code</b></span> Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what Minority? _____ Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

3) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

4) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

5) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

6) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

7) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

8) \_\_\_\_\_  
 Subcontractor's Name Address

---

\_\_\_\_\_ City State Zip Code  
 Federal I.D. Number

---

\$ \_\_\_\_\_  
 Subcontract Bid Amount

Minority owned/controlled?  Yes  No  
 If so, what Minority? \_\_\_\_\_  
 Female owned/controlled?  Yes  No

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

---

### CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address & Zip Code \_\_\_\_\_

1. Bidder has on-file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).  
Yes  No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes  No  (*If answer is yes, identify the most recent contract.*)

---

*(If answer is no, Contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eeo1survey/index.html>.*

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.  
Yes  No  None required

Certification: The information above is true and complete to the best of my knowledge and belief.

---

Name and Title of Signer (*Please Type*) \_\_\_\_\_

---

Signature \_\_\_\_\_

---

Date \_\_\_\_\_

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

---

## SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: \_\_\_\_\_

Address & Zip Code: \_\_\_\_\_

1. Bidder has on-file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).  
Yes  No
2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes  No  (*If answer is yes, identify the most recent contract.*)

---

*(If answer is no, Contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.*

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.  
Yes  No  None required

*Certification:* The information above is true and complete to the best of my knowledge and belief.

---

Name and Title of Signer (*Please Type*)

---

Signature

---

Date

- *NOTE: THIS FORM MUST BE FILLED OUT BY EACH OF THE BIDDER'S SUBCONTRACTORS.*

## Section 3 Report - Contracts over \$100,000

Project Name/Number: \_\_\_\_\_

Prime Contractor Name/Address/Phone Number: \_\_\_\_\_

Please check the contract type:    Construction    Non-Construction

Under Section 3 of the Housing and Urban Development Act of 1968, as amended (the Act), the County of San Bernardino is directed to award a portion of all construction contracts of \$100,000 or more, on projects funded by the Department of Housing and Urban Development (HUD), to Section 3 businesses. A Section 3 business: 1) is at least 51% owned by a low-income person, or 2) has a workforce comprised of at least 30% low-income persons, or 3) subcontracts at least 25% of its work to Section 3 businesses. Contractors with contracts over \$100,000 must show a good faith effort to become a Section 3 business.

The prime Contractor must complete the following and numbers should reflect information from the prime Contractor and all Subcontractors working on the project:

Job Category	Number of new hires for the project	Number of new hires that are low-income	% of total staff hours worked by new hires who are low-income	% of staff hours worked by low-income employees and trainees (including new hires)	Number of low-income employees and trainees
Professionals					
Technicians					
Office/Clerical					
Construction By Trade (List):					
1. Trade					
2. Trade					
3. Trade					
4. Trade					
5. Trade					
6. Trade					
7. Trade					
Other (List)					

Please check one of the following:

- I am a Section 3 business
- I am not a Section 3 business
- I am working towards becoming a Section 3 business

If you marked the third box above, please check efforts made to become a Section 3 business:

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies.
- Participated in a HUD program, which promotes the training and employment of low-income residents
- Participated in a HUD program which promotes the award of contracts to Section 3 businesses
- Coordinated with HUD Youth Build programs
- Other efforts made (describe): \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## "SECTION 3" CLAUSE

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

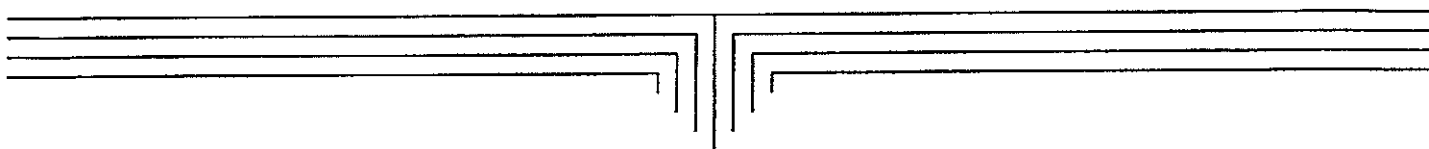
(A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.

(B) Every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract unless the Subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

# Insert Davis-Bacon Wage Determination

**AFFIRMATIVE ACTION COMPLIANCE  
GUIDELINES FOR CONSTRUCTION AND  
NON-CONSTRUCTION CONTRACTORS**



**AFFIRMATIVE ACTION COMPLIANCE  
GUIDELINES FOR  
CONSTRUCTION AND NON-  
CONSTRUCTION CONTRACTORS**

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 40, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

**I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federally-assisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and Subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction

Contract Specifications" of Attachment "D" of the bid package.

C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:

1. All Contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
2. All Subcontractors rendering services or supplies to a Contractor in the amount of \$50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a Contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts with certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by
7. Deputy Assistant Secretary
8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

**II. SATISFYING AFFIRMATIVE ACTION PLAN**

A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
2. Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

## DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

- A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.
- B. "Affirmative Action Plan" is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime Contractor or Subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the Contractor or Subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment or,
  3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment, or
  3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
  4. American India or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
  2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

T. Violation and Appeal Procedure:

1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:
  - 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or
  - 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.
3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
5. Rehabilitation act of 1973, as amended (Handicapped) Pub. 193-112 as amended. (29 USCA 701-794).
6. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq.*
7. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

## EQUAL OPPORTUNITY CLAUSES

The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.

### EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24,

1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

### **EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of

independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.



- (7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.
- (8) As used in this clause:
- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
  - b. "Appropriate office of the State Employment Service System" means the local office of the federal - state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
  - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
  - d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**STANDARD FEDERAL EQUAL  
EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT PROVISIONS  
(EXECUTIVE ORDER 11246, PURSUANT TO  
41 CFR 60-4.3 (a))**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have

unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a - p). The efforts of a Contractor association, joint Contractor-union, Contractor-

community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum

results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws

which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

### Minority Goals

The goal for the utilization of women employees on federally-assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the OFCCP-Pacific Region at (415) 848-6969.

# CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts  
and related subcontracts exceeding \$100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor to include, or cause to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

*ADDT'L REQUIRED  
DOCUMENTS  
AND  
SAMPLE DOCUMENTS*



\*Complete if person other than owner is signing certified payroll/compliance documentation.

**CERTIFICATION OF UNDERSTANDING  
AND AUTHORIZATION**

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

This is to certify that the principals and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance, which will accompany our weekly, certified payroll reports for this project:

\_\_\_\_\_  
Payroll Officer (Name)

\_\_\_\_\_  
Payroll Officer (Signature)

\_\_\_\_\_  
(Contractor/Subcontractor)

by \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Contractor/Subcontractor License No.)

\*Complete ONLY if Fringe Benefits are paid to plan or program and not directly to employee.

### CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

Classification/ Fringe Benefits Provided	Name, Address, and Telephone Number of Plan/Fund Program
1) Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
2) Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
3) Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	

OR: (Check if applicable)

\_\_\_\_\_ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

\_\_\_\_\_ by \_\_\_\_\_

(Contractor/Subcontractor)

(Signature)

(Date)

(Title)

U.S. DEPARTMENT OF LABOR  
WAGE AND HOUR AND PUBLIC  
CONTRACT DIVISION

### PAYROLL

(For Contractor's Optional User; See Instruction, Form WH-347 (Inst.)

Form Approved  
Budget Bureau (16-44-1023)

NAME OF CONTRACTOR OR SUBCONTRACTOR			PROJECT AND LOCATION			PROJECT OF CONTRACT NO.													
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WEEKS OF WITH EXEM	(3) WORK CLASSIFICATION	OT or ST	(4) DAY AND DATE				(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK				
				MON	TUE	WED	THUR				FRI	SAT	SUN	FICA		WITH HOLDING TAX	SWT	SDI	OTHER
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### STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_, do hereby state:  
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by (Contractor or Subcontractor) \_\_\_\_\_ on the (Project) \_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any person; and (Contractor or Subcontractor) \_\_\_\_\_ that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic confirm with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the Contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of minimum rates. The Contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs, or by making these payments to the employees as cash in lieu of fringes.

The Contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The Contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

### Contractors who pay all required fringe benefits

A Contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a Contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### Contractors who pay no fringe benefits

A Contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half-time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column. In addition, the Contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

### Use of Section 4(c) Exceptions

Any Contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the Contractor may check, shall be entered in Section 4(c). Enter in the "Exception" column, the craft, and enter in the "Explanation" column, the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

# SAMPLE - AFFIRMATIVE ACTION PLAN 1

## INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE QUALIFYING REPORT

### I. JOB CATEGORY

Data is to be completed for all listed job categories of employees.

#### Definitions:

**Administrators:** Occupations which require that employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments or a special phase of the Contractor's operations, or provide specialized consultation on a regional, district or area basis.

Includes: directors, deputy directors, department heads, controllers, foremen, supervisors, inspectors, and kindred workers.

**Professional:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technical:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, and kindred workers.

**Sales:** Occupations in which the act of selling takes place; exchange of property of any kind, or of services for an agreed sum of money or other valuable consideration. One employed as a traveling agent or representative to sell goods or services.

**Office and Clerical:** Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office.

Includes: bookkeepers, secretaries, office machine operators, clerk typists, stenographers, statistical clerks, dispatchers, payroll clerks, messengers, and kindred workers.

**Skilled:** Occupations in which workers perform jobs which require special manual skill, a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training, experience, through apprenticeship or other formal training programs.

Includes: mechanics, repairmen, electricians, heavy equipment operators, stationary engineers, skilled machinist occupations, carpenters, compositors and typesetters, and kindred workers.

**Operative (Semiskilled):** Occupations in which workers are partly skilled, or doing manual work that requires only limited training, experience or knowledge.

**Laborers (Unskilled):** Occupations in which a worker performs a variety of manual work in the maintenance, repair or

construction of highways, buildings, and other facilities; unskilled worker who brings materials to, and does preparation work for, skilled workers in a trade.

**Service Workers:** Occupations in which workers perform duties, which results in or contributes to the comfort, convenience, upkeep and care of buildings, facilities or grounds of public property. Workers in this category may operate machinery.

Includes: chauffeurs, laundry and dry cleaning operators, truck drivers, bus drivers, garage laborers, custodial persons, gardeners, groundskeepers, refuse collectors, and construction laborers.

### II. CURRENT WORK FORCE

This category is to establish the Contractor's current employee status.

A. **Total number of employees:** The Contractor is to fill out the total number of persons currently employed in each job category.

B. **Black:** The Contractor is to place the current number of Black employees in each box in this column for each job category.

C. **Hispanic:** The Contractor is to place the current number of employees of Hispanic origin in each box in this column for each job category.

D. **Asian or Pacific Islanders:** The Contractor is to place current number of employees of Asian or Pacific Island origin in each box in this column for each job category.

E. **American Indian or Alaskan Native:** The Contractor is to place the current number of American Indian or Alaskan Native employees in each box in this column for each job category.

F. **Total Minority:** The number to be placed in each box in the column can be reached by adding the current number of Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native employees written in the four previous columns.

G. **Total Females:** In each box in this column the Contractor shall place the total number of white and minority females employed in each job category.

### III. UNDERUTILIZATION

To establish whether under-utilization exists, a Contractor must determine whether the "total minority" percentages and "total female percentages" in each job classification are lower than would reasonably be expected by their availability.

After making this comparison, the Contractor should place a check mark in the box that applies ("yes" or "no") for each category.

### IV. ANTICIPATED HIRING

The Contractor should state the number of employees the Contractor plans to hire both as additional employees and replacements for each job category.

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 1 - CONTRACT COMPLIANCE QUALIFYING REPORT**

- A. 1. Name of Contractor's Business \_\_\_\_\_
2. Address \_\_\_\_\_
3. City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ (Area Code) \_\_\_\_\_
5. Type of Business \_\_\_\_\_
6. The Contractor has appointed \_\_\_\_\_ as its Equal Employment Opportunity Officer. This person has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action policies of this Contractor, and may be contacted at (Address) \_\_\_\_\_

(Telephone Number) \_\_\_\_\_ concerning matters relating to Affirmative

Actions taken by this Contractor.

7. Do you presently employ any Vietnam-era veterans?  Yes  No How many? \_\_\_\_\_
8. Do you presently employ any handicapped persons?  Yes  No How many? \_\_\_\_\_

B. Contractors agree to comply with the provisions of the Affirmative Action Compliance Program of the implementing entity and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Attached is the statement of Contractor's Affirmative Action Policy. The Contractor agrees to make a good faith effort to meet the goals of the plan as part of these contract obligations.

Contractor understands that this plan will become a part of Contractor's comprehensive management policy.

Contractor agrees to insert in all subcontracts on the project bid herewith a provision that said Subcontractors will comply with the provisions of the implementing entity Affirmative Action Compliance Program and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Contractor agrees to maintain the name of each Subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith.

Contractor also hereby agrees to provide the implementing entity any access and information that they may request to assist in determining compliance with the Program.

I declare under penalty of perjury that the following is true and correct.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
 Title \_\_\_\_\_

**CURRENT WORK FORCE**

OCCUPATIONAL CATEGORY	ALL EMPLOYEES		MINORITY EMPLOYEES						TOTAL MINORITIES		UNDERUTILIZATION			ANTICIPATED HIRING GOALS FOR TERM OF PROJECT					
	TOTAL	MALE	FEMALE	MALE			FEMALE			YES	NO	YES	NO	Minority					
				Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic					Asian or Pacific Islander	American Indian or Alaskan Native	M	F	M	F
Administrators																			
Professional																			
Technical																			
Sales																			
Clerical																			
Skilled																			
Operatives (Semiskilled)																			
Laborer (Unskilled)																			
Service Workers																			
TOTAL																			

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2**  
**AFFIRMATIVE ACTION POLICY**  
**FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS**

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Name of Contractor, Subcontractor or Vendor

Adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This Contractor (or Subcontractor or Vendor) agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and the productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This Contractor (or Subcontractor or Vendor) further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

**INSTRUCTIONS:** Please answer each question by marking an "X" beside "A", "B", or "C". If "C" is marked, explain reason; use a separate sheet if additional space is needed.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.

- A. This is now a practice of our Company.  
 B. Our Company will adopt this policy.  
 C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.

- A. This is now a practice of our Company.  
 B. Our Company will adopt this policy.  
 C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and Subcontractors and shall maintain records of the organizations responses.

- A. This is now a practice of our Company.  
 B. Our Company will adopt this policy.  
 C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_



**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2**  
**AFFIRMATIVE ACTION POLICY**  
**FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)**

4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefore.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2**  
**AFFIRMATIVE ACTION POLICY**  
**FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)**

9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

14. Our company shall make certain that all Subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project Subcontractors have an approved Affirmative Action Plan.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2**  
**AFFIRMATIVE ACTION POLICY**  
**FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS (Continued)**

15. Our Company shall solicit bids for subcontracts from minority Subcontractors and female Subcontractors subject to availability.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

Explain "C" \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# Record of Employee Interview

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address and Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Your job classification(s) (list all) continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

8. Are you an apprentice or trainee?	Y	N	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	Y	N
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature	12b. Date
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13. Duties observed by the interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of Interview
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## Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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## Instructions

### General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for an interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

### Completing the form HUD-11

Items 1a – 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (Number 5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

# CERTIFICATE OF OWNER'S ATTORNEY

We, the undersigned, \_\_\_\_\_ the duly authorized  
and acting legal representative of \_\_\_\_\_ do hereby certify as  
follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed \_\_\_\_\_

Date \_\_\_\_\_

# **AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

This is to notify you of the your obligations relating to the American Recovery and Reinvestment Act of 2009, pursuant to the Contract \_\_\_-\_\_\_ with San Bernardino County effective \_\_\_\_\_, 2010.

## **AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)**

### **Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.



Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

I do hereby acknowledge receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understand and agree to the contractual obligations stipulated herein for contracts with the County of San Bernardino.

---

Printed Name

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Signature

---

Title

---

Company or Organization

---

Contract Number(s)

---

Date

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Duane H. Gasaway, Consulting Project Manager  
**Date:** March 22, 2011  
**For Council Meeting:** April 5, 2011  
**Subject:** Grant of Water Line Easement to Hi-Desert Water District

**Prior Council Review:** None for this specific action.

**Recommendation:** That the Town Council grants a public utility easement to the Hi-Desert Water District (HDWD) located on the west side of the eastern boundary of Section 11 thirty (30) feet in width extending from the south boundary of APN 597-211-06 to the southerly boundary of Section 11 provided that prior to the recordation of said easement HDWD execute a Agreement with the Town of Yucca Valley providing that HDWD bear the cost of any future waterline relocation which may be necessary by future road construction within the easement and authorizing the Mayor and Town Manager to execute said Agreement on behalf of the Town of Yucca Valley.

**Executive Summary:** The Hi-Desert Water District requested the Town of Yucca Valley grant the District a public utility easement for purposes of constructing a water line adjacent to the eastern boundary of Section 11. With the exception of the 20 acre parcel located at the northeast corner, the balance of Section 11 is owned by the Town of Yucca Valley. The District has obtained a similar easement from the owner of the 20 acres at the northeast corner of Section 11.

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

**Discussion:** The HDWD maintains a waterline on the eastern side of the eastern boundary of Section 11. The waterline traverses several private properties rendering the line difficult to access and maintain and conflicts with driveways and native plants and other vegetation.

The westerly thirty (30) feet of Section 11 is within the area that would customarily be used for electrical, water and other utility easements and road construction. The creation of the

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Reviewed By:    SRS  
Town Manager Town Attorney Mgmt Services Dept Head

---

Department Report     Ordinance Action     Resolution Action     Public Hearing  
 Consent     Minute Action     Receive and File     Study Session

easement at this location does not interfere with, inhibit, or preclude options for the future development of the property.

An existing dirt road (not a part of the Town maintained street system) exists on the west side of the section line. Once the easement is created the HDWD plans to relocate the waterline to the westerly side of the section boundary line making it easier to maintain. The recommendation to grant the easement to HDWD is offered subject to an Agreement between HDWD and the Town which provides that HDWD will bear the future cost of relocating the waterline made necessary by future road construction in the easement. The Agreement is necessary because the elevation of any roadway in relation to the depth of the waterline is not known at this time.

**Fiscal impact:** The grant of easement incurs no cost for the Town provided there is an Agreement between the Town and HDWD providing that HDWD will bear the cost of any future waterline location made necessary by future road construction within the easement.

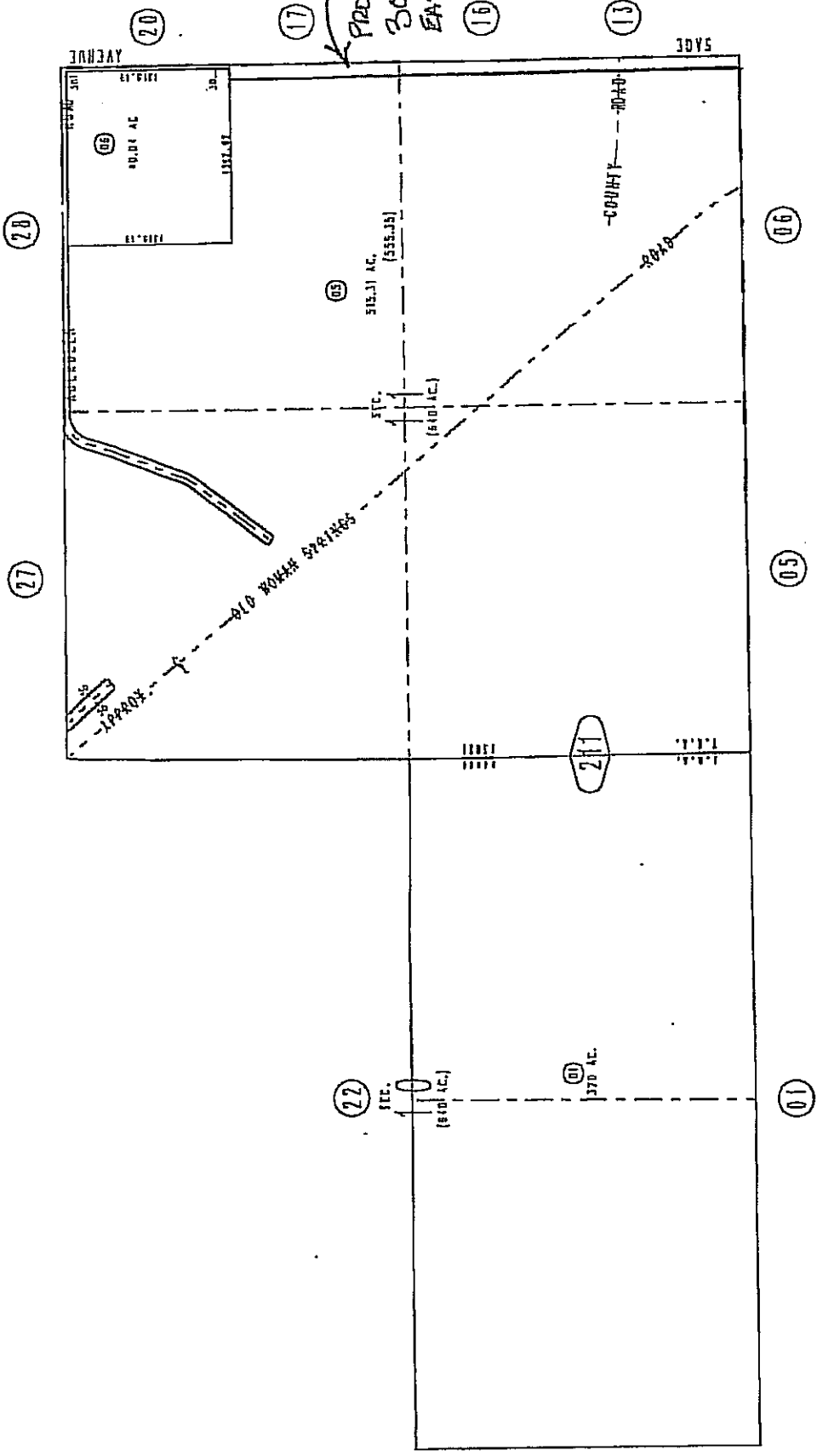
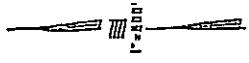
**Alternatives:** No alternatives are recommended.

**Attachments:** Grant of easement document  
Exhibits A and B  
Vicinity Sketch



... ..

Owner: ...  
Morongo Unified  
Tax Rate Area  
23021,94041



0594 / 27

REVISED  
11/17/85 AU

Assessor's Map  
Book 0597 Page 21  
San Bernardino County

This is to certify that the easement offered by this instrument is hereby acknowledged and consent is hereby given for the recordation hereof by the undersigned officer/agent on behalf of the Town Council of the Town of Yucca Valley, County of San Bernardino, State of California, pursuant to authority conferred by Resolution No. 93-50 of said Council, which was adopted on October 7, 1993 in accordance with Ordinance No. 3, 11-27-1991 of the Town of Yucca Valley Code.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Town Manager

**WHEN RECORDED MAIL TO:**

Attn: Duane Gasaway  
Town of Yucca Valley  
Community Development Dept.  
58928 Business Center Drive  
Yucca Valley, California 92284

APN: 597-211-05

*This area reserved for County Recorder's use*

**GRANT OF EASEMENT AND AGREEMENT**

THIS AGREEMENT, made this 5<sup>TH</sup> day of April, 2011, by and between the TOWN OF YUCCA VALLEY, a California municipal corporation, hereinafter referred to as "Grantor", and the HI-DESERT WATER DISTRICT, an independent special water district operating under the California Water Code, Division 12, §30000 through §33901, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of Grantor's property commonly known as the westerly Thirty (30) feet of Section 11, Township 1 North, Range 5 East, San Bernardino Base and Meridian of the official plat thereof, in the Town of Yucca Valley, County of San Bernardino, State of California, (the "Land"), which easement is described in Exhibit "A" and depicted on Exhibit "B" as the westerly thirty (30) feet of Section 11 extending from the southern boundary of Assessor's Parcel Number 597-211-06 to the southern boundary of Section 11 ("Easement Area").

NOW, THEREFORE,

1. Grantor hereby grants to the Grantee an exclusive easement in, under, over, through and across the Land located as described in Exhibits A and B for so long as the

Easement Area is used exclusively for the purpose(s) of installation, operation, and maintenance of an underground waterline and such fixtures and appurtenances customarily necessary to the operation and maintenance of the underground waterline provided that said waterline shall be located not less than four (4) feet below the surface of Grantor's land. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted, provided that in the event that Grantor's use of the Easement Area for future road purposes necessitates a horizontal or vertical relocation of the waterline the first such relocation shall be at Grantee's sole cost and expense and any subsequent relocation shall be at Grantor's expense.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

7. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

8. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful negligent acts or omissions of Grantor.

9. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area.

10. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

11. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

12. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

GRANTOR  
TOWN OF YUCCA VALLEY

GRANTEE  
HI-DESERT WATER DISTRICT

\_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
BOARD PRESIDENT

ATTEST:

\_\_\_\_\_  
Town Clerk



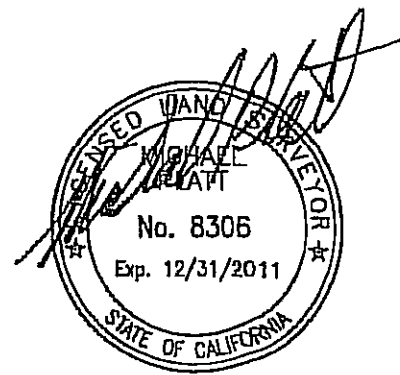
**EXHIBIT "A"**  
**LEGAL DISCRIPTION**

BEING THE EASTERLY 30 FEET OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN OF THE OFFICIAL PLAT THEREOF, IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

EXCEPTING THE AREA WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11

CONTAINING AN AREA OF 2.73 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD



# EXHIBIT "B"

## MAP

NORTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 11

SOUTH LINE OF  
THE NORTHEAST  
1/4 OF THE  
NORTHEAST 1/4  
OF SECTION 11

30.00



SCALE 1"=500'

EAST-WEST  
CENTERT LINE  
OF SECTION 11

E. 1/4 OF  
SEC. 11

PORTION OF THE EAST 1/2 OF  
SECTION 11, TOWNSHIP 1 NORTH,  
RANGE 5 EAST, S.B.M.,  
TOWN OF YUCCA VALLEY  
COUNTY OF SAN BERNARDINO

SAGE AVENUE

EAST LINE OF  
SECTION 11

SOUTH LINE OF  
SECTION 11

30.00

11

12

14

13

P.100



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Donnie Miller, Chief of Police/Sheriff's Captain  
**Date:** March 9, 2011  
**For Council Meeting:** April 5, 2011

**Subject:** 2010/2011 OHV Grant Request

**Prior Council Review:** None

**Recommendation:** Approve a governing body resolution for the 2010/2011 OHV grant application.

**Discussion:** The Town's Police Department has for several years received an OHV enforcement grant from the California State Parks OHMVR Division that funds OHV enforcement officers, signs and brochures for the Town of Yucca Valley and surrounding areas. The Town Police Department is again requesting grant funding to continue with OHV enforcement and education efforts. Yucca Valley Police Department will continue to serve as the lead agency under this grant.

**Order of Procedure:**

- Department Report**
- Request Staff Report
- Request Public Comment
- Council Questions of Staff
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call vote)

**Alternatives:** Not approve the grant request. OHV funding from the 2009/2010 grant will run out on July 2, 2011.

**Fiscal impact:** None. No Town funding will be used towards this grant. Matching funds will be provided through like kind (man hour) matches.

**Attachments:** 2010/2011 Preliminary Grant Application

Reviewed By:

  
Town Manager

  
Town Attorney

  
Mgmt Services

\_\_\_\_\_  
Dept Head

\_\_\_\_ Department Report  
 Consent

\_\_\_\_ Ordinance Action  
\_\_\_\_ Minute Action

Resolution Action  
\_\_\_\_ Receive and File

\_\_\_\_ Public Hearing  
\_\_\_\_ Study Session

RESOLUTION NO. 11-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
YUCCA VALLEY, CALIFORNIA, APPROVING THE APPLICANT  
TO APPLY FOR GRANT FUNDS FOR THE STATE OF  
CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-  
HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, the People of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley hereby:

1. Approves the filing of an Application for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Project Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project.

APPROVED AND ADOPTED this 5<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

## Law Enforcement

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # \_\_\_\_\_

### ITEM 1. Proposed Project

This grant will provide funding for OHV enforcement, education and search and rescue operations in the Town of Yucca Valley and surrounding area, and for the purchase of two dual-sport motorcycles. Yucca Valley contracts with the San Bernardino County Sheriff's Department (SBCSD), Morongo Basin Station, which is responsible for law enforcement throughout the 5200 square miles of the Morongo Basin. Deputies trained and certified in OHV enforcement and operation are provided by SBCSD.

Yucca Valley does not offer Off Highway Vehicle (OHV) roads or trails within town limits; however, OHV opportunity abounds in the surrounding areas year round on hundreds of miles of designated roads and trails. The 188,000 acre Johnson Valley OHV area is located 20 minutes north of Yucca Valley. Though operated by Bureau of Land Management (BLM), the area is within the Morongo Basin Station's jurisdiction and deputies respond to calls for service in the area including crime reports, downed riders, search and rescue and more.

Funds obtained through this grant will provide for continued OHV opportunity in the Morongo Basin by allowing deputies to continue with OHV education and enforcement efforts. The funds will also assist in replacing the two oldest dual-sport motorcycles which are now 9 years old and require an excessive frequency of repair. These continued efforts will help to reduce the friction between the citizens on both sides of the OHV issue and ensure that OHV opportunities continue to be present in the Morongo Basin.

The OHV enforcement team is equipped with four Honda XR650L dual-sport motorcycles, a 4 x 4 truck and enclosed trailer. OHV enforcement officers routinely ride the dual-sport motorcycles from the station to patrol areas; however at times operations are conducted in remote areas where fuel and supplies are not readily available. In these cases, the 4 x 4 truck is used to haul motorcycles, fuel, supplies and personnel. This truck has also been used to recover lost or injured riders and disabled / damaged OHV's from areas not accessible to ambulances or tow trucks.

Two of the Honda XR650L motorcycles are 2002 models which were purchased solely with applicant funds, while the other two are 2007 models purchased primarily with OHMVR Grant funds. The two earlier models have reached the end of their useful lifespan and suffer from continual electrical problems, while one needs an engine overhaul which would cost more than the blue book value of the motorcycle. When replaced, the emergency lights, siren, etc. will be recycled onto the new motorcycles to save costs.

The Town of Yucca Valley lies in the high desert of San Bernardino County in an area known as the Morongo Basin. In addition to Yucca Valley, the Morongo Basin includes the City of 29 Palms and the unincorporated communities of Morongo Valley, Joshua Tree, Landers, Johnson Valley and Wonder Valley. The Morongo Basin is home to approximately 100,000 residents, the Joshua Tree National Park (JTNP) and the 29 Palms Marine Corps Air Ground Combat Center (MCAGCC). Both JTNP and MCAGCC are closed to OHV use.

### ITEM 2. Project Coverage

The Town of Yucca Valley Police Department and the Morongo Basin Station provide police patrol services to approximately 5200 square miles (over three million acres) of the Mojave Desert. The terrain varies dramatically from vast open expanses to steep and technical rocky outcroppings to mountainous foothills. Elevation varies in the Morongo Basin from under 2000 feet above sea level in the eastern end of the basin to over 5000 feet above sea level in the mountainous northwestern end. With these vastly different elevations come equally different OHV opportunities that span the seasons. During the temperate spring and fall seasons, OHV enthusiasts frequent much of the basin. Groups large and small camp

in BLM areas, utilize vacation homes and cabins and visit for days or weekends to enjoy the area's OHV opportunities. Winter brings snow to the higher elevations of the Morongo Basin and presents OHV opportunities not found in most desert areas. Even during the heat of summer, OHV users are found utilizing the roads and trails that wind their way through the Morongo Basin's cities and unincorporated areas.

Two incorporated cities, Yucca Valley (approximate population of 26,000) and 29 Palms (approximately population of 27,000), serve as the Morongo Basin's population centers. Yucca Valley is bordered by the Joshua Tree National Park to the south and the unincorporated communities of Morongo Valley, Landers, Joshua Tree and Wonder Valley to the west, north and east respectively. A vast network of dirt roads and trails criss-cross the landscape in and around the Town of Yucca Valley and several prominent rural / urban interfaces are present.

The south end of Yucca Valley is largely undeveloped desert which provides access to the west end of the Joshua Tree National Park. Numerous dirt roads and trails lead out of Yucca Valley and into the National Park. OHV riding is prohibited within the boundaries of the National Park and OHV encroachment into this area is a continual problem. The north end of Yucca Valley is also largely undeveloped and is within just a few miles of the BLM managed Hondo Wash OHV routes and the unincorporated community of Landers. Landers is located just south of the 188,000 acre Johnson Valley OHV area. OHV activity in the residential areas surrounding both the Hondo Wash routes and Johnson Valley OHV area generates numerous law enforcement calls for service each year. East of Yucca Valley, at the eastern edge of Joshua Tree, lies the Sunfair Dry Lake Bed. This is home to BLM designated OHV routes but, as with many other areas of the Morongo Basin, the residential areas and non-approved riding areas surrounding these designated routes suffer from OHV abuse and the associated damage to natural and cultural resources.

Approximately half of the unincorporated areas patrolled by the Morongo Basin Station are BLM lands. Although there are designated riding areas and routes within these BLM lands, OHV use is prohibited on the balance of these BLM lands. Several areas contain unique geographical and cultural resources that are threatened by OHV abuse. One such site, the Poste Homestead Historic and Natural Area in Wonder Valley, has seen an increase in OHV activity. The surrounding communities, rural and traversed by hundreds of miles of dirt roads and trails, bear the brunt of OHV riders using non-designated routes, road and trails to access both legal and illegal riding areas.

Northwest of Yucca Valley lie the small unincorporated communities of Rimrock and Pioneertown. These communities lie in the foothills of Mt. San Gorgonio and border a large expanse of US Forest Service land frequented by OHV users.

Each area patrolled by the Morongo Basin Station and Yucca Valley Police offers terrain and geographical features that make the entire area attractive to OHV use.

### **ITEM 3. Describe the frequency of the patrols**

OHV officers patrol on a random basis, with the frequency varying from weekly to monthly. The frequency of patrols, and number of officers assigned to a given detail, are increased during peak OHV use seasons and to address specific problems / areas identified through crime reporting and statistical analysis. During peak OHV use seasons, officers routinely patrol on weekends and / or several days a week.

### **ITEM 4. Deployment of Personnel**

The Yucca Valley Police Department currently has five officers assigned to the OHV Enforcement detail. Each of these officers has completed POST approved dual-sport motorcycle law enforcement motorcycle training and received specialized training relating to OHV laws and enforcement, applicable San Bernardino County codes and more. The department continually trains new officers as needed to maintain staffing levels.

The Town of Yucca Valley contracts with the San Bernardino County Sheriff's Department, Morongo Basin Station, for law enforcement services. The Morongo Basin Station is home to approximately 50 sworn patrol personnel, should the need for additional personnel arise. If additional OHV Enforcement personnel are needed they can be obtained from

other patrol stations.

During enforcement operations, OHV enforcement officers sometimes patrol alone. Most operations, however, involve two or more officers working in conjunction to patrol areas where a high volume of OHV complaints have historically been generated or specific OHV related problems have been identified. Allied agencies such as BLM and San Bernardino County Code Enforcement sometimes work in conjunction with Yucca Valley officers and Morongo Basin station deputies in furtherance of OHV law enforcement objectives.

During education and public outreach operations, OHV officers generally deploy in single man vehicles. These operations focus on marking and monitoring closed areas and routes, distributing literature to area riders and businesses and educating citizens as to current OHV laws and legal OHV use opportunities.



## LE Certification

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APP # \_\_\_\_\_

### Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

Within the patrol jurisdiction of the Morongo Basin Station, the following areas of particular concern exist - Dozens of miles of the Joshua Tree National Park boundary, habitat areas for the federally threatened desert tortoise, the 188,000 acre Johnson Valley OHV recreation area, the Sunfair Dry Lake area, the Hondo Wash OHV and Gold Crown routes, and the Poste Homestead Historic and Natural Area. Huge swathes of land were burned during the Sawtooth Complex Fire of 2006. Natural vegetation barriers in these areas were destroyed making new wilderness areas accessible to OHV users.
2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

The mild climate and vast open areas of the Morongo Basin provide year round OHV opportunities. Legal riding areas including the Johnson Valley OHV area, the Hondo Wash OHV route and BLM designated routes in the communities of Joshua Tree and Wonder Valley all exist. Large privately owned parcels also provide legal OHV opportunities. The continued use of these private and public lands has been a source of friction between citizen's groups on both sides of the issue. Continued receipt of OHV grant funds will help to ensure that education efforts to keep OHV enthusiasts riding in legal areas will be ongoing and that enforcement efforts targeting those who choose to operate their OHV's outside of the law are educated, cited or arrested as appropriate. These combined enforcement and education efforts will ensure that the current OHV opportunities that exist within the Morongo Basin are not further eroded or eliminated.
3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

Regarding OHV enforcement, informal cooperative agreements exist between the San Bernardino County Sheriff's Department, Morongo Basin Station, and the following agencies: (1) San Bernardino County Code Enforcement - This agency is primarily responsible for enforcement of San Bernardino County codes relating to OHV staging and land use, (2) Bureau of Land Management - The BLM maintains primary jurisdiction over BLM lands. The sheriff's department enforces vehicle code violations relating to OHV use on BLM lands. (3) Joshua Tree National Park Rangers and 29 Palms MCAGCC military police both handle calls within their lands, however information and call sharing routinely occurs when jurisdictional boundaries are an issue.

have in the past worked in conjunction to target specific areas of concern and / or locations where unusually high OHV call volume exists.

**Law Enforcement - Page 2**

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit?  Yes  No  
(Please select Yes or No)

Explain

No such events occur within the jurisdiction of the Town of Yucca Valley Police Department or the Morongo Basin Station where the applicant receives any funds / reimbursements.

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? (Please select Yes or No)  Yes  No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

Each officer assigned to the OHV enforcement team must attend and pass a 40 hour, POST approved dual-sport motorcycle enforcement course. Upon completion of this course, each OHV enforcement officer receives a minimum of 24 hours of on the job training with an OHV enforcement supervisor. This on the job training includes site visits to cultural and natural resources, areas where specific wildlife or environmental concerns exist, areas where OHV problems are regularly reported and areas where OHV use is permitted. Each OHV enforcement officer receives training addressing proper and legal OHV use and CVC and County Code violations relating to OHV use. OHV members also provide briefing training to area patrol deputies so that all officers assigned to the Yucca Valley Police Department and the Morongo Basin Station remain up to date on current OHV enforcement issues and strategies.

**Law Enforcement - Page 3**

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? (Please select Yes or No)  Yes  No

8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

The Town of Yucca Valley Police Department has no formal agreements regarding OHV enforcement on federal lands.

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

**Law Enforcement - Page 4**

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

The Town of Yucca Valley Police Department does not manage OHV recreation facilities.

11.

The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? (Please select Yes or No)

Yes

No

**Project Cost Estimate**

FOR OFFICE USE ONLY:		Version # _____	APP # _____
APPLICANT NAME :	Yucca Valley Police Department		
PROJECT TITLE :	Law Enforcement		
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Law Enforcement	<input type="checkbox"/> Development <input type="checkbox"/> Planning	<input type="checkbox"/> Education & Safety <input type="checkbox"/> Restoration <input type="checkbox"/> Ground Operations
<p><b>PROJECT NUMBER (Division use only) :</b> G10-03-22-L01</p>			
<p><b>PROJECT DESCRIPTION :</b></p> <p>This grant will provide funding for OHV enforcement, education and search and rescue operations in the Town of Yucca Valley and surrounding area, and for the purchase of two dual-sport motorcycles. Yucca Valley contracts with the San Bernardino County Sheriff's Department (SBCSD), Morongo Basin Station, which is responsible for law enforcement throughout the 5200 square miles of the Morongo Basin. Deputies trained and certified in OHV enforcement and operation are provided by SBCSD.</p> <p>Yucca Valley does not offer Off Highway Vehicle (OHV) roads or trails within town limits; however, OHV opportunity abounds in the surrounding areas year round on hundreds of miles of designated roads and trails. The 188,000 acre Johnson Valley OHV area is located 20 minutes north of Yucca Valley. Though operated by Bureau of Land Management (BLM), the area is within the Morongo Basin Station's jurisdiction and deputies respond to calls for service in the area including crime reports, downed riders, search and rescue and more.</p> <p>Funds obtained through this grant will provide for continued OHV opportunity in the Morongo Basin by allowing deputies to continue with OHV education and enforcement efforts. The funds will also assist in replacing the two oldest dual-sport motorcycles which are now 9 years old and require an excessive frequency of repair. These continued efforts will help to reduce the friction between the citizens on both sides of the OHV issue and ensure that OHV opportunities continue to be present in the Morongo Basin.</p> <p>The OHV enforcement team is equipped with four Honda XR650L dual-sport motorcycles, a 4 x 4 truck and enclosed trailer. OHV enforcement officers routinely ride the dual-sport motorcycles from the station to patrol areas; however at times operations are conducted in remote areas where fuel and supplies are not readily available. In these cases, the 4 x 4 truck is used to haul motorcycles, fuel, supplies and personnel. This truck has also been used to recover lost or injured riders and disabled / damaged OHV's from areas not accessible to ambulances or tow trucks.</p> <p>Two of the Honda XR650L motorcycles are 2002 models which were purchased solely with applicant funds, while the other two are 2007 models purchased primarily with OHMVR Grant funds. The two earlier models have reached the end of their useful lifespan and suffer from continual electrical problems, while one needs an engine overhaul which would cost more than the blue book value of the motorcycle. When replaced, the</p>			

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
 Agency: Yucca Valley Police Department  
 Application: Law Enforcement

3/4/2011

		emergency lights, siren, etc. will be recycled onto the new motorcycles to save costs.								
		The Town of Yucca Valley lies in the high desert of San Bernardino County in an area known as the Morongo Basin. In addition to Yucca Valley, the Morongo Basin includes the City of 29 Palms and the unincorporated communities of Morongo Valley, Joshua Tree, Landers, Johnson Valley and Wonder Valley. The Morongo Basin is home to approximately 100,000 residents, the Joshua Tree National Park (JTNP) and the 29 Palms Marine Corps Air Ground Combat Center (MCAGCC). Both JTNP and MCAGCC are closed to OHV use.								
Line Item		Qty	Rate	UOM	Grant Req.	Match	Total			
<b>DIRECT EXPENSES</b>										
<b>Program Expenses</b>										
<b>1</b>	<b>Staff</b>									
	Law Enforcement Officers Notes : Patrol Deputy	400.000	63.530	HRS	19,059.00	6,353.00	25,412.00			
	Law Enforcement Officers Notes : Motor Officer Deputy	200.000	66.340	HRS	9,951.00	3,317.00	13,268.00			
	Law Enforcement Officers Notes : Detective / Corporal	400.000	70.110	HRS	21,033.00	7,011.00	28,044.00			
	Sergeant Notes : Sergeant	400.000	81.040	HRS	24,312.00	8,104.00	32,416.00			
	<b>Total for Staff</b>				<b>74,355.00</b>	<b>24,785.00</b>	<b>99,140.00</b>			
<b>2</b>	<b>Contracts</b>									
<b>3</b>	<b>Materials / Supplies</b>									
<b>4</b>	<b>Equipment Use Expenses</b>									
<b>5</b>	<b>Equipment Purchases</b>									
	Other-Dual sport motorcycle Notes : Dual Sport motorcycle	2.000	7500.000	EA	11,250.00	3,750.00	15,000.00			

Project Cost Estimate for Grants and Cooperative Agreements Program - 2010/2011  
 Agency: Yucca Valley Police Department  
 Application: Law Enforcement

3/4/2011

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
6						
Total Program Expenses						
TOTAL DIRECT EXPENSES				85,605.00	28,535.00	114,140.00
INDIRECT EXPENSES				85,605.00	28,535.00	114,140.00
Indirect Costs						
1						
Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				85,605.00	28,535.00	114,140.00

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Project Cost Summary for Grants and Cooperative Agreements Program - 2010/2011  
 Agency: Yucca Valley Police Department  
 Application: Law Enforcement

3/4/2011

Line Item	Grant Req.	Match	Total	Narrative
<b>DIRECT EXPENSES</b>				
Program Expenses				
1 Staff	74,355.00	24,785.00	99,140.00	
2 Contracts	0.00	0.00	0.00	
3 Materials / Supplies	0.00	0.00	0.00	
4 Equipment Use Expenses	0.00	0.00	0.00	
5 Equipment Purchases	11,250.00	3,750.00	15,000.00	These funds would provide for the purchase of two dual-sport motorcycles to replace the two 2002 model Honda XR650L's that have exceeded their useful lifespan.
6 Others	0.00	0.00	0.00	
<b>TOTAL DIRECT EXPENSES</b>	<b>85,605.00</b>	<b>28,535.00</b>	<b>114,140.00</b>	
<b>INDIRECT EXPENSES</b>				
Indirect Costs				
1 Indirect Costs	0.00	0.00	0.00	
<b>Total Indirect Costs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTAL EXPENDITURES</b>	<b>85,605.00</b>	<b>28,535.00</b>	<b>114,140.00</b>	

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Duane H. Gasaway, Consulting Project Manager  
**Date:** March 31, 2011  
**For Council Meeting:** April 5, 2011

**Subject:** Contract Amendment No. 4-RBF, INC.-PS&E Phase  
SR 62 PLHD Median Improvement project-Apache to Palm Avenue  
Proposed amendment to compensation for additional tasks and services

**Prior Council Review:** None for this specific item. On April 12, 2006, Town Council approved the agreement to exchange a portion of SAFETEA LU STP funding for Measure I funding with SANBAG. Town Council further authorized Staff to advertise for Requests for Proposal for the preparation of a Project Study Report / Project Report for PLHD SR 62 Median Improvement project. On June 28, 2007 Town Council awarded a contract to RBF Consulting, Inc. in the amount of \$72,500 of the proposed fee of \$175,480 consulting fee with the balance to be awarded upon allocation of PLHD funds by Federal Highway Administration. On December 13, 2007 Town Council approved Amendment No. 1 to the Agreement with RBF, Inc. to increase the contract fee to \$175,480.

On August 4, 2009 Town Council approved Amendment No. 2 to provide for phase 2 PS&E services and additional compensation of \$442,251 bringing the total RBF contract cost to \$617,731. On December 21, 2010 Town Council approved Amendment No. 3 of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services increasing compensation to the Consultant in the amount of \$36,808 bringing the total compensation under the Agreement for Professional Consulting Services to \$654,539.

**Recommendation:** That the Town Council approves Amendment No. 4 of the Agreement for Professional Consulting Services with RBF Consultants, Inc., to provide additional required tasks and services specifically described in Consultant's Proposal dated March 9, 2011 and attached to the proposed amendment as Exhibit "E" increasing the total compensation under the Agreement for Professional Consulting Services by \$35,160, bringing the total compensation under the Agreement to \$689,699.

**Executive Summary:** Additional new requirements by Caltrans necessitate additional tasks and services by the Consultant to complete the planning and design documents (PS&E phase) and obtain Caltrans approval. These additional tasks are a result of Caltrans requirements and could not be anticipated at the beginning of the PS&E phase. The proposed amendment modifies the existing Agreement thus requiring Town Council

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Reviewed By:    

Town Manager      Town Attorney      Mgmt Services      SRS  
Dept Head

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<input type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session



approval.

**Order of Procedure:** Request Staff Report  
Request Public Comment  
Council Discussion/Questions of Staff  
Motion/Second  
Discussion on Motion  
Call the Question (Roll Call Vote, Consent Agenda)

**Discussion:** The Town is nearing completion of the PS&E phase. The PS&E phase, entails the preparation of the plans, specifications, and estimates necessary to advertise for competitive bids and selection of a contractor for the final, or construction, phase of the project. However, Caltrans has identified additional new requirements which necessitate additional tasks and services to be performed by the Consultant in order to complete the PS&E phase and obtain Caltrans approval.

The additional tasks are discussed in detail in Consultant's proposal which is attached to the proposed Amendment at Exhibit "E" and are summarized as follows.

1. Caltrans Requirement for Bicycle Detection Loops  
This is a new requirement from Caltrans which was not in effect when Consultant commenced work on the PS&E Phase. This new item requires the Consultant to design new loop detectors and the intersection and prepare additional construction drawings. As the name suggest these loops will detect bicycles at the intersection and trigger the traffic signal sequence.  
Cost: \$6,600
2. Right of Way Legal Descriptions and Exhibits  
Caltrans has directed that the legal descriptions be limited to only that area which must be obtained in order to construct ADA compliant sidewalk to the rear of the driveway apron. This necessitates a redrafting closely to the actual limits of construction of the sidewalks. While requiring additional work on legal descriptions the directive actually saves the Town approximately \$28,000.  
Cost: \$7,000
3. Aerial Deposited Lead Investigation and Report  
This effort includes field investigation, laboratory testing and report preparation relating to determine the extent of lead contamination on unpaved areas adjacent to the north and south side of SR 62. This is described in more detail in Consultant's proposal labeled Exhibit E.  
Cost: \$21,560

Consultant costs to modify to plans to adhere to the Caltrans directives is \$35,160

**Alternatives:** No alternative action is recommended. The amendment is necessary to obtain Caltrans approval of the PS&E.

**Fiscal impact:** Proposed Amendment No. 4 increases the cost of the PS&E Phase from \$654,539 to \$690,099 and increase of \$35,560. Sufficient funds are allocated to the project to accommodate the increase.

**Project Summary**

<b>Project Funding</b>	
Federal SAFTEA-LU	\$1,600,000
Public Lands Hwy Discretionary Fund (PLHD)	174,536
TYV Redevelopment Fund	600,000
TYV Local Transportation Fund	312,120
TYV Traffic Safety Fund	225,000
TYV Capital Project Reserve Fund	87,120
<b>Total Budgeted Funds</b>	<b>\$2,998,776</b>

**Design Contract Cost**

Current Contract Value including Amendment No. 3	\$654,539
Contract Value with Amendment No. 4 (increase of \$35,160)	\$689,699
Contract paid to date	\$630,193
Remaining to be paid: Phase 2-PS&E plus Amendment No. 4	\$ 59,506

Based on the FY 2010-11 budget:

Project Appropriations:	\$2,998,776
Projected expenditures in FY 10-11 expenditures to date:	\$365,048
Estimated construction cost in FY 11-12:	\$2,743,000
Ending Project Balance:	(\$109,224)

Based upon the current public project bidding environment, staff is anticipating very competitive bids for this project. There are sufficient Measure I revenues available to fund the current projected project shortfall of \$109,224.

**Attachments:** Original Agreement with RBF for PS&E Services  
First Amendment of Original Agreement  
Second Amendment to Original Agreement  
Third Amendment to Original Agreement  
Proposed Fourth Amendment to Original Agreement

**FOURTH AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF  
YUCCA VALLEY ("TOWN") AND RBF CONSULTING, INC.  
("CONSULTANT")**

**RECITALS**

1. On July 18, 2007, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services (attached hereto as Exhibit "A") to perform Phase I, Tasks 1 through 6 of a Project Study Report/Study Report and Environmental Document (ED) and Plans, Specifications and Estimates (PS&E) for State Route 62 improvements from Apache Trail to Palm Avenue. Due to limitations on allocation of federal funding for the project CONSULTANT'S initial compensation was limited to \$72,500, which sum represented a portion of CONSULTANT'S proposed fee.
2. Subsequently additional allocation of federal funds for the project became available and on December 13, 2007 TOWN and CONSULTANT executed Amendment No. 1 (attached hereto as Exhibit "B") to the Agreement which increased CONSULTANT'S compensation not to exceed \$175,480.
3. CONSULTANT has performed Phase I, Tasks 1 through 6 of the Project Study Report/Study Report and Environmental Document (ED) and is proceed with preparation of the PS&E phase, the fee for which is \$442,251, including reimbursable expenses not to exceed \$15,000, as more particularly described in Consultant's Proposal dated July 16, 2009 and attached hereto as Exhibit "C".
4. On December 21, 2010 Town Council approved Amendment No. 3 attached hereto as Exhibit "D", to the Agreement for Professional Consulting Services in the amount of \$36,808 for additional tasks and services required for the completion of project planning and design documents not included in the original Agreement for Professional Consulting Services bringing the total compensation to \$654,539.
5. CONSULTANT proposes Amendment No. 4, attached hereto as Exhibit "E", to the Agreement for Professional Consulting Services in the amount of \$35,160 to cover the cost of additional, new Caltrans requirements, specifically the design of loop detectors at the Church Street/SR 62 intersection for purposes of detecting bicycle traffic, Aerial Deposited Lead Investigation and Report, and the redesign of legal descriptions for ADA compliant sidewalks located behind the new driveway aprons to be constructed bringing the total compensation to \$689,699.

4. The total compensation to CONSULTANT as a result Amendments No. 1, 2, 3, and 4 to the original Agreement for Professional Consulting Services shall be \$689,699.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated July 18, 2007 and attached herein is amended in the following respects only:

**Section 2.1. Compensation. is hereby amended to read:**

“Section 2.1. Compensation. Compensation to the CONSULTANT shall not exceed Six Hundred Eighty Nine Thousand Six Hundred Ninety Nine Dollars (\$689,699) for services including proposed PS&E services described in Consultant’s Proposal dated March 9, 2011 and attached hereto as Exhibit “E”.

Except as amended, all of the terms and conditions of the original Agreement are re-affirmed and incorporated as though fully set forth herein.

Dated: April 5, 2011

For the Consultant

For the Town of Yucca Valley

\_\_\_\_\_  
Steven J. Huff  
Senior Vice President

\_\_\_\_\_  
Mark Nuaimi  
Town Manager

\_\_\_\_\_  
Gary L. Warkentin  
Vice President

Approved as to Form

\_\_\_\_\_  
Lona N. Laymon  
Town Attorney

**CONTRACT SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

This Agreement for contract services is made and entered into by and between the Town of Yucca Valley, a municipal corporation, (hereinafter "TOWN") and RBF Consulting, Inc., a California corporation, (hereinafter "CONSULTANT"). TOWN and CONSULTANT agree as follows:

**1.0 SERVICES**

- 1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, CONSULTANT shall provide and perform professional engineering services to perform Tasks 1 through 6 of Phase 1 of a Project Study Report/Project Report and Environmental Document and PS&E for SR-62 from the intersection of Apache Trail to the intersection of Palm Avenue in the Town of Yucca Valley which are more particularly described in the Scope of Services specified in Request For Qualifications/Request For Proposal dated September 6, 2006 and CONSULTANT'S Proposal dated October 30, 2006 both of which are attached hereto as Exhibit "A" and Exhibit "B" respectively and by this reference are incorporated herein in their entirety.
- 1.2 Compliance with Law. All services rendered hereunder shall be provided in CONSULTANT'S best judgment in accordance with all ordinances, resolutions, statutes, rules and regulations of the United States of America, State of California, and other applicable agencies.
- 1.3 Familiarity with Services. By executing this contract, CONSULTANT warrants that it has thoroughly investigated and considered the services to be performed, and fully understands the services to be performed under this Agreement.
- 1.4 Care and Diligence. CONSULTANT agrees to use reasonable care and diligence to perform its obligations under this Agreement. CONSULTANT agrees to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

## 2.0 COMPENSATION

- 2.1 Compensation. Compensation to the CONSULTANT shall not exceed the sum of Seventy Two Thousand Five Hundred Dollars (\$72,500) and more particularly described in Fee Proposal dated October 30, 2007 attached hereto as Exhibit "C".
- 2.2 Payments. All payments for services under this Agreement are contingent upon TOWN'S approval of authorized completed services and acceptance of submitted products.

CONSULTANT shall submit itemized invoices for services rendered, in a form acceptable to the TOWN. TOWN shall pay CONSULTANT as soon thereafter as the TOWN'S regular procedures provide. CONSULTANT shall include documentation with itemized invoices indicating number of hours worked, specific workstation or server, staff member assistance and excess hours, if any that were not utilized.

Payment for services will be made upon approval of CONSULTANT invoices and during normal accounts payable process. Payment shall be written to:

RBF Consulting, Inc.  
14725 Alton Parkway  
Irvine, CA 92618-2027

## 3.0 PERFORMANCE SCHEDULE

- 3.1 Term. The term of this Agreement shall be from the date of execution of this Agreement through July 30, 2008, unless amended by mutual written consent of the parties or terminated pursuant to Section 8.2 of this Agreement.

## 4.0 COORDINATION OF SERVICES

- 4.1 Representative of CONSULTANT. Mr. Gary Warkentin CONSULTANT'S Project Manager and the primary contact during the completion of this project. The TOWN will contact this representative in matters related to this Agreement.
- 4.2 TOWN Project Manager. Duane Gasaway, Consulting Senior Project Manager will act as the TOWN primary contact. The CONSULTANT will contact this representative in matters related to this Agreement.

- 4.3 Prohibition against Subcontracting or Assignment; Certain Exceptions. The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for the TOWN to enter into this Agreement. CONSULTANT shall not contract with any other person or entity to perform in whole or in part the services required hereunder without the express written approval of the TOWN.
- 4.4 Independent CONSULTANT. Neither the TOWN nor any of its employees shall have any direct control over the manner, mode or means by which CONSULTANT, its agents or employees, perform the services required. The TOWN shall have no voice in the selection, discharge, supervision or control of CONSULTANT'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to TOWN'S employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
- 5.0 INDEMNIFICATION. The TOWN and CONSULTANT shall, to the extent of their liabilities under the laws of California, indemnify, defend and save harmless the other from any and all loss, damage, claims, actions and suits whatsoever including all costs, expenses, and attorney's fees incurred on behalf of the other in connection therewith that arise out of the other's negligence or other legal wrong-doing in any way connected with activities under this Agreement. Each party agrees to give the other immediate notice of any claim, action or suit in any way connected with activities under this Agreement.
- 6.0 INSURANCE. CONSULTANT, at CONSULTANT'S own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 6.1 Worker's Compensation Coverage. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each SUB-CONSULTANT to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the SUB-CONSULTANT'S employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the TOWN at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the



TOWN, its officers, agents, independent CONSULTANT'S, employees and volunteers for losses arising from work performed by CONSULTANT for TOWN.

- 6.2 General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 6.3 Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 6.4 Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, sub-CONSULTANT'S, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- 6.5 Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- 6.5.01 The TOWN, its elected or appointed officers, officials, employees, agents, independent CONSULTANT'S, and volunteers are to be covered as additionally insured with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations.
- 6.5.02 This policy shall be considered primary insurance as respects the TOWN, its elected or appointed officers, officials, employees, agents, independent CONSULTANT'S,

and volunteers. Any insurance maintained by the TOWN, including any self-insured retention, shall be considered excess insurance only and shall not contribute to it.

6.5.03 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

6.5.04 The Insurer waives all rights of subrogation against the TOWN, its elected or appointed officers, officials, employees or agents.

6.5.05 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TOWN, its elected or appointed officers, officials, employees, agents or volunteers.

6.5.06 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the TOWN.

6.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the TOWN'S option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

6.7 Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to TOWN as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the TOWN on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the TOWN at all times during the term of this Agreement.

## 7.0 REPORTS AND RECORDS

7.1 Reports. CONSULTANT shall monthly prepare and submit to the TOWN such reports concerning the performance of the services required in carrying out this Agreement upon request of TOWN.

7.2 Records. The CONSULTANT shall keep such books and records as shall be necessary to perform the services required by this Agreement. These records should include material invoices, receipts, supplier information, warranty tracking, and work orders. Such records shall be maintained for such period as may be

required by law and the TOWN shall have access to such records in the event any audit is required.

- 7.3 Public Records Disclosure. All information received by the TOWN from CONSULTANT or any source concerning this Agreement, including the Agreement itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code §6250 et seq. (the "Public Records Act"). CONSULTANT understands that although all materials received by the TOWN in connection with this Agreement are intended for the exclusive of the TOWN, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which CONSULTANT has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify CONSULTANT of the request and shall thereafter disclose the requested information unless TOWN, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold TOWN harmless in any/all actions brought to require disclosure. CONSULTANT waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify CONSULTANT of any such disclosure request and/or releases any information concerning the contract received from CONSULTANT or any other source.

## 8.0 ENFORCEMENT OF AGREEMENT

- 8.1 General. No delay or omission in the exercise of any right or remedy by the TOWN on any default shall impair such right or remedy or be construed as a waiver; TOWN'S consent to or approval of any act by CONSULTANT requiring TOWN'S consent or approval shall not be deemed to waive or render unnecessary TOWN'S consent to or approval by any subsequent act of CONSULTANT. Any waiver by the TOWN of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 8.2 Termination. Either the TOWN or the CONSULTANT may terminate this Agreement, without cause, upon 30 days written notification to the other party to the Agreement as outlined in paragraph 10.1 of this Agreement. This Agreement may be terminated with cause at any time by TOWN upon material breach of this Agreement by CONSULTANT.

8.3 Governing Law/Attorney's Fees/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of California. In the event any action shall be instituted by either of the parties hereto for the enforcement of any of its rights or otherwise, the party in whose favor a judgment shall be rendered therein shall be entitled to recover from the other party reasonable fees of attorneys, accountants, appraisers and expert witnesses ("litigation expenses") and costs incurred by said prevailing party in said action as may be established by the court, as applicable. The proper venue for the filing of any such action shall be the County of San Bernardino.

9.0 CONFLICT OF INTEREST - NON-DISCRIMINATION - PROHIBITED INTERESTS

9.1 Conflict of Interest. CONSULTANT warrants that it will strictly comply with all conflict of interest laws.

9.2 Covenant Against Discrimination. CONSULTANT covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.3 Prohibited Interests. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TOWN shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of TOWN, during the term of his or her service with TOWN, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Notice. Notices or correspondence relating to this Agreement shall be in writing. Any notices to be given hereunder shall be effective when personally delivered, or two days after placing in the United States Mail, first class, postage prepaid, and addressed to the party to whom the notice is directed. The current addresses of the parties are as follows:

### TOWN

Shane R. Stueckle, Deputy Town Manager  
Town of Yucca Valley  
Community Development Department  
58928 Business Center Drive  
Yucca Valley, CA 92284

### CONSULTANT

RBF Consulting, Inc.  
14725 Alton Parkway  
Irvine, CA 92618-2027

- 10.2 Integration; Amendment. It is understood that there are no oral Agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, Agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 10.3 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 10.4 Authority of Persons Executing Agreement. CONSULTANT, in executing this Agreement on its behalf, warrants that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement on its behalf, (iii) by so executing this

Agreement, CONSULTANT is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CONSULTANT

\_\_\_\_\_  
Steven J. Huff  
Senior Vice President

\_\_\_\_\_  
Gary Warkentin  
Vice President

TOWN

\_\_\_\_\_  
Shane R. Stueckle  
Deputy Town Manager

Approved as to form:

\_\_\_\_\_  
Naomi Silvergleid  
Town Attorney

AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE TOWN OF YUCCA VALLEY AND  
RBF CONSULTANTS, INC. FOR  
PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 to the Agreement approved by the Town Council on June 28, 2007, is made by and between the Town of Yucca Valley, a municipal corporation, whose address is 57000 Twentynine Palms Highway, Yucca Valley, California 92284, hereinafter called "TOWN" and RBF Consultants, Inc., whose address is 14724 Alton Parkway, Irvine, California, 92618, hereinafter called "CONSULTANT".

RECITALS

- A. On June 28, 2007, TOWN and CONSULTANTS entered into an Agreement for professional engineering design services for the PLHD project on SR 62 within the Town of Yucca Valley.
- B. TOWN and CONSULTANT desire to amend said agreement dated June 28, 2007, and all amendments thereto, to reflect said modifications.
- C. NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein, TOWN and CONSULTANT agree to the below-referenced amendments to said Agreement dated June 28, 2007, and all amendments thereto, as follows:

2.0 COMPENSATION:

2.1 Compensation: Compensation to the CONSULTANT shall not exceed the sum of One Hundred Seventy Five Thousand, Four Hundred and Eighty Dollars (\$175,480) and more particularly described in Fee Proposal dated October 30, 2007.

"TOWN"  
TOWN OF YUCCA VALLEY  
A municipal corporation

"CONSULTANT"  
RBF Consultants, Inc.

By: \_\_\_\_\_  
Deputy Town Manager

By: \_\_\_\_\_  
Steve J. Huff, Senior Vice President

By: \_\_\_\_\_  
Gary Warkentin

ORIGINAL

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF  
YUCCA VALLEY ("TOWN") AND RBF CONSULTING, INC.  
("CONSULTANT")

RECITALS

1. On July 18, 2007, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services (attached hereto as Exhibit "A") to perform Phase I, Tasks 1 through 6 of a Project Study Report/Study Report and Environmental Document (ED) and Plans, Specifications and Estimates (PS&E) for State Route 62 improvements from Apache Trail to Palm Avenue. Due to limitations on allocation of federal funding for the project CONSULTANT'S initial compensation was limited to \$72,500, which sum represented a portion of CONSULTANT'S proposed fee.
2. Subsequently additional allocation of federal funds for the project became available and on December 13, 2007 TOWN and CONSULTANT executed Amendment No. 1 (attached hereto as Exhibit "B") to the Agreement which increased CONSULTANT'S compensation not to exceed \$175,480.
3. CONSULTANT has performed Phase I, Tasks 1 through 6 of the Project Study Report/Study Report and Environmental Document (ED) and proposes to proceed with preparation of the PS&E phase, the fee for which is \$442,251, including reimbursable expenses not to exceed \$15,000, as more particularly described in Consultant's Proposal dated July 16, 2009 and attached hereto as Exhibit "C".
4. The total compensation to CONSULTANT as a result the original Agreement for Professional Consulting Services, Amendment No. 1 and this Amendment No. 2 shall be \$617,731.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated July 18, 2007 and attached herein is amended in the following respects only:

Section 2.1. Compensation. is hereby amended to read:

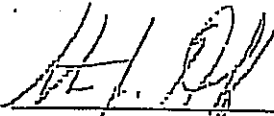
"Section 2.1. Compensation. Compensation to the CONSULTANT shall not exceed Six Hundred Eighteen Thousand Thirty One Dollars (\$617,731) for services including proposed PS&E services described in Consultant's Proposal dated July 16, 2009 and attached hereto as Exhibit C."



Except as amended, all of the terms and conditions of the original Agreement are re-affirmed and incorporated as though fully set forth herein.

Dated: August 4, 2009

For the Consultant



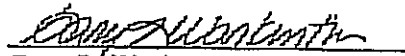
Steven J. Huff  
Senior Vice President

For the Town of Yucca Valley




Shane R. Stueckle  
Deputy Town Manager

---



Gary L. Warkentin  
Vice President

Approved as to Form



Douglas P. Haubert  
Town Attorney



December 7, 2010

JN 10-105355  
(Addendum No. 1)

Mr. Shane Stueckle  
TOWN OF YUCCA VALLEY  
58928 Business Center Drive  
Yucca Valley, CA 92284

Subject: PLHD, SR-62 from Apache Tr to Palm Av - Addendum Request No. 1

Dear Shane:

RBF Consulting (RBF) is currently providing planning and engineering services for the improvements within Caltrans right of way (R/W) for State Route 62 (SR-62) in the Town of Yucca Valley, California. Our existing work program includes preparation of a PEER, Environmental Document, and PS&E for the proposed improvements to gain Caltrans project approval to allow the project to proceed into construction. The draft PEER and 100% PS&E have been completed and submitted for Town and Caltrans reviews.

The following is a description of the additional tasks and services required for the completion and approval of the planning and design documents not included in our existing contract agreement.

1. Project Meeting Attendance and Coordination

Two (2) additional project meetings, agendas, and meeting minutes are included in this addendum request. This task is anticipated to include meetings at the Town of Yucca Valley and at Caltrans District 8. The two (2) meetings in addition to necessary conference calls are anticipated to include a comment resolution meeting and an additional Design coordination meeting during the PEER and PS&E approval process. Attendance at two (2) public Town meetings are also included as part of this task.

2. SR-62 / Church Street Realignment

The existing Church Street Intersection alignment is off-set configuration. Caltrans review of the proposed PLHD Improvements required that a raised median be constructed to eliminate through movements on Church Street, i.e., restriction of the north and south legs of the Intersection to right-in/out only or that the existing Church Street Intersection off-set would need to be eliminated to maintain full access. This task includes the preparation of a preliminary alignment plan for the Church Street realignment which was approved by the Town and Caltrans and revisions to the project construction documents to include the Intersection improvements and proposed new traffic signal.

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Allon Parkway, Irvine, CA 92618-2027 • P.O. Box 57057, Irvine, CA 92619-7057 • 949.472.3505 • FAX 949.472.8373

Offices located throughout California, Arizona & Nevada ■ [www.RBF.com](http://www.RBF.com)

### 3. Drainage Design

Caltrans' is now requiring that the nonstandard 0" high curbs within the vicinity of Yucca Creek (designed as 0" in order not to increase the water surface profile since Yucca Creek is designated as a Floodway) be revised to a standard 8" curb with scuppers to pass creek overflows from the highway back into the creek. Changing the drainage design (0" curbs to 8" curbs with scuppers) in Yucca Creek based upon Caltrans' request is due to a recent change to the SR-62 posted speed limit from 45 mph to 40 mph. The change in the speed limit makes the use of 8" curb standard design. The 8" curb is required since a 6" curb can not be reasonably constructed to handle traffic loading and include sufficient clearance for scuppers. The change requires drainage plan modifications for the downstream Yucca Creek 36" CMP culverts due to nonstandard pipe cover under SR-62 at the Yucca Creek dipped crossing location. The redesign uses drop inlets to bifurcate the flow into smaller dimension (15" x 24" CMPA) pipe outlets in order to reduce the height of the 24" x 36" CMPA culverts to accommodate the structural section of the revised 8" curb with scuppers. In addition, coordination and PS&E updates were required when a nonstandard condition was discovered whereby the clearance between the Yucca Creek culverts and the SR-62 pavement required a special detail for accommodation of traffic conduit and pullbox. This task includes updates to the drainage plans, specifications, and cost estimate and includes time assumed for additional Caltrans comment resolution and updates.

### 4. Initial Site Assessment

RBF will prepare a Phase I Initial Site Assessment (ISA) for the proposed project based on a decision by Caltrans that the ISA checklist and associated Technical Memorandum that were previously prepared and submitted are no longer adequate to achieve environmental clearance. RBF previously prepared a Hazardous Materials Technical Memorandum that documented the site's hazardous materials conditions through a regulatory database search and a site visit, conducted on July 1, 2009. Recently, the proposed project has been revised to include a new signal light that would require further excavation activities (approximately seven to nine feet below ground surface [bgs]) in order to install the associated footings. Thus, a Phase I ISA is required per Caltrans' standards, guidelines, and discretion. RBF will prepare the ISA in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 and the California Department of Transportation's (Caltrans) Standard Environmental Reference (SER).

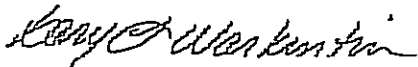
Compensation

Following is a summary of the additional budget requested for each of these tasks:

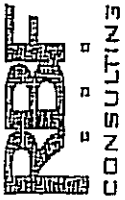
Task	Budget
1. Project Meetings	\$5,448
2. SR-62 / Church Street Realignment	\$10,500
3. Drainage Design at Yucca Creek	\$10,944
4. Initial Site Assessment	\$7,416
<b>Subtotal Professional Fees</b>	<b>\$34,308</b>
<b>Direct Costs/Reimbursable Expenses</b>	<b>\$2,500</b>
<b>Total Additional Budget Request</b>	<b>\$36,808</b>

Thank you for your consideration of this addendum request in the amount of \$36,808. Please contact me at (949) 855-3625, if you have any questions.

Sincerely,



Gary L. Warkentin  
Vice President  
Transportation Planning



STATE ROUTE 62 - PLHD

TASK/HOUR BREAKDOWN

Date: 12-06-10

TASK	PROJECT DIRECTOR		PROJECT ENGINEER		DESIGN ENGINEER		TOTAL	
	Hours	\$210	Hours	\$144	Hours	\$132	Hours	\$
1 Project Meeting Attendance and Coordination	4	840	32	4,608	0	0	36	5,448
2 SR-62/Church Street Realignment	2	420	48	6,912	24	3,168	74	10,500
3 Drainage Design	0	0	32	4,608	48	6,336	80	10,944
4 Environmental Studies - ISA	0	0	2	288	54	7,128	56	7,416
Subtotal - Professional Fees								34,308
Direct Costs / Reimbursable Expenses								2,500
<b>TOTAL FEE - ADDITIONAL BUDGET REQUEST</b>	<b>6</b>	<b>51,260</b>	<b>114</b>	<b>\$16,416</b>	<b>126</b>	<b>\$16,632</b>	<b>246</b>	<b>\$36,808</b>



March 22, 2011

JN 10-105355  
(Amendment No. 4)

Mr. Shane Stueckle  
TOWN OF YUCCA VALLEY  
58928 Business Center Drive  
Yucca Valley, CA 92284

**Subject: PLHD, SR-62 from Apache Trail to Palm Avenue –  
Amendment No. 4**

Dear Shane:

RBF Consulting (RBF) is currently providing planning and engineering services for the improvements within Caltrans right of way (R/W) for State Route 62 (SR-62) in the Town of Yucca Valley, California. Our existing work program includes preparation of a PEER, Environmental Document, and PS&E for the proposed improvements to gain Caltrans project approval to allow the project to proceed into construction. The draft PEER and 100% PS&E have been completed and submitted for Town and Caltrans reviews.

The following is a description of the additional tasks and services required for the completion and approval of the planning and design documents not included in our existing contract agreement. Based on additional services requested by Caltrans, the following Scope of Services has been developed in order to revise the SR-62 traffic signal plans, refine legal descriptions and exhibits to reduce right-of-way impacts and acquisition costs, and to conduct Aerially Deposited Lead (ADL) testing and provide a summary report.

#### **1. Traffic Signal Plan Revisions**

Caltrans is requiring that the signal phasing on Church Street be modified from permissive to split-phasing. Caltrans is requiring the design and construction of loop detectors at the intersection to provide bicycle detection. This was not a requirement when our original agreement was executed with the Town. This task includes additional sheets for details for Loop Detector Assignments and Bicycle Loop Detectors including wiring requirements.

#### **2. Right-of-Way Legal Descriptions and Exhibits**

It is proposed to revise ten (10) legal descriptions and exhibits to reduce right-of-way impacts and acquisition costs. The areas will be refined to limit acquisition to only the areas required to provide ADA compliant sidewalks behind the new driveway aprons.

### 3. Aerially Deposited Lead Investigation and Report

Caltrans has reviewed the previously prepared Initial Site Assessment (ISA) environmental report and is requiring that ADL testing be completed in order to approve the environmental phase of the project. This task includes testing for ADL and a summary report to satisfy Caltrans' requirement in order to approve the environmental documentation. Testing and report will be prepared by Earth Mechanics, Inc. as a Subconsultant to RBF.

**Field Investigation.** Consultant will drill no more than twelve (12) ADL borings. These borings will be located in unpaved areas on both the north and south side of SR-62. Soil samples will be collected from depths of approximately 0.5, 1.5, 3, and 4 feet below existing grade from each boring, assuming refusal does not occur. On-site soils will be used to backfill the shallow boreholes.

The proposed borehole locations will be shown on a boring location plan. This plan will be used to secure an encroachment permit from Caltrans and/or Town of Yucca Valley. Any other permits, if required, will be secured by others.

**Laboratory Testing.** We will forward the collected soil samples to a California Certified analytical laboratory for testing. The laboratory program will include:

- All samples will be tested for total lead,
- Samples that contain greater than or equal to 50 mg/kg of total lead will be analyzed for soluble lead using Waste Extraction Test (citric acid extraction) for extractable lead, and WET (de-ionized extraction) for de-ionized extractable lead; if no such samples exist, then no more than ten percent of samples collected will be analyzed for soluble lead using citric acid extraction and de-ionized extraction,
- No more than ten percent of samples collected will be analyzed using the IPA Toxic Characteristic Leaching Procedure (TCLP) for leachable lead, and
- No more than ten percent of soil samples collected will be analyzed for pH.

**Report Preparation.** Consultant (Earth Mechanics, Inc.) will prepare an ADL report to include a summary of the findings of the field investigation, results of the laboratory tests, and results of the statistical analysis. The report will address the re-use of on-site soils excavated during construction (within Caltrans right-of-way).

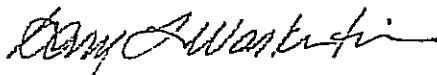
## Compensation

Following is a summary of the additional budget requested to complete these tasks:

Task	Budget
1. Traffic Signal Plan Revisions	\$6,600
2. Right-of-Way Legal Descriptions and Exhibits (10)	\$7,000
3. Aerially Deposited Lead Investigation and Report	\$21,560
<b>Total Additional Budget Request</b>	<b>\$35,160</b>

Thank you for your consideration of this amendment request in the amount of \$35,160. Please contact me at (949) 855-3625, if you have any questions.

Sincerely,



Gary L. Warkentin  
Senior Vice President  
Transportation Planning

cc: Duane Gasaway  
Adrian Anderson



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** March 29, 2011  
**For Council Meeting:** April 5, 2011

**Subject:** Warrant Register April 5, 2011

**Recommendation:**

Ratify the Warrant Register total of \$ 495,488.50 for checks dated March 10, 2011 through March 24, 2011. Ratify Payroll Registers total of \$ 148,745.86 checks dated March 18, 2011.

**Order of Procedure:**


- Department Report
- Request Staff Report
- Request Public Comment
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call)

**Attachments:**

- Payroll Register No. 38 dated March 18, 2011 total of \$ 148,745.86
- Warrant Register No. 39 dated March 10, 2011 total of \$ 391,610.35
- Warrant Register No. 41 dated March 24, 2011 total of \$ 103,878.15

Reviewed By:

  
Town Manager

  
Admin. Services

  
Town Attorney

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

**TOWN OF YUCCA VALLEY**

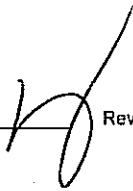
**PAYROLL REGISTER # 38**  
**CHECK DATE - March 18, 2011**

Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$130,744.05
Gas Tax Fund	8,791.21
Redevelopment Agency	<u>9,210.60</u>
<b>Grand Total Payroll</b>	<b><u><u>\$148,745.86</u></u></b>

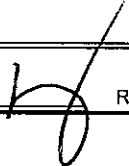

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 38 - Paid 3/18/11  
(February 26, 2011 - March 11, 2011)  
Checks: 3962-3971



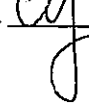
	Employee	Employer	Total
<b>Net Employee Pay</b>			
Payroll Checks	\$3,917.87		\$3,917.87
Direct Deposit	71,704.14		71,704.14
Sub-total	75,622.01		75,622.01
<b>Employee Tax Withholding</b>			
Federal	12,535.18		12,535.18
Medicare	1,536.49	1,536.50	3,072.99
State	4,030.72		4,030.72
Sub-total	18,102.39	1,536.50	19,638.89
<b>Employee Benefit &amp; Other Withholding</b>			
Deferred Compensation	3,218.20	6,994.25	10,212.45
PERS Survivor Benefit	51.00		51.00
Health Caf� Plan	4,650.53	11,442.21	16,092.74
American Fidelity Pre-Tax	328.35		328.35
American Fidelity After-Tax	27.38		27.38
American Fidelity-FSA	454.86		454.86
PERS EE - Contribution 2%	1,880.11		1,880.11
PERS Retirement - Employee	59.97	5,640.21	5,700.18
PERS Retirement - Employer	-	13,679.41	13,679.41
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		950.95	950.95
Unemployment Insurance		1,024.40	1,024.40
Workers' Compensation		3,073.13	3,073.13
Sub-total	10,680.40	42,804.56	53,484.96
<b>Gross Payroll</b>	<b>\$104,404.80</b>	<b>\$44,341.06</b>	<b>\$148,745.86</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 39**  
**CHECK DATE - MARCH 10, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 33926 to # 34024 are valid  
Checks # 33975, # 34007, # 34002 are included in RDA Warrant # 39

GENERAL FUND # 001	\$339,730.11
CENTRAL SUPPLIES FUND # 100	\$3,790.00
CUP DEPOSITS FUND # 200	\$272.46
COPS SLESF FUND # 509	\$3,479.90
AB 2928 STATE CONSTRUCTION FUND # 513	\$13,969.65
GAS TAX FUND # 515	\$2,688.94
LTF FUND # 516	\$451.25
MEASURE I MAJOR ARTERIAL FUND # 522	\$13,203.37
MEASURE I LOCAL ROADS FUND # 523	\$47.50
MEASURE I 2010-2040 FUND # 524	\$831.25
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$12,745.92
CAPITAL PROJECTS FUND # 800	<u>\$400.00</u>
<b>GRAND TOTAL</b>	<b><u><u>\$391,610.35</u></u></b>

Prepared by Shirlene Dolen, Finance  Approved by Mark Nuaimi, Town Manager   
Reviewed by: Curtis Yakimow, Admin Svc. Dir. 

**Town of Yucca Valley**

**Warrant Register**

March 10, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	33926	Action Pumping, Inc.	Septic Service	\$305.00
	33928	Alsco/American Linen, Inc.	Facilities Maintenance Supplies	176.69
	33929	Arrowhead Mountain Water	Office Supplies	205.02
	33930	Avalon Urgent Care	Employee Physicals	15.00
	33931	Ayers Distributing Co.	Recreation Program Expense	816.00
	33932	Hazel Bader	Contract Instructor	84.00
	33933	Barr Lumber, Inc.	Facilities Maintenance Supplies	189.96
	33934	Beam, Brobeck, West, Borges & Rosa	Green Litigation Services	6,471.70
	33935	Kristine Bost	Contract Instructor	34.30
	33936	Carol Boyer	Contract Instructor	50.40
	33937	Jim Boyle	Recreation Trip Refund	164.00
	33938	Jeff Brady	Sports Referee	48.00
	33939	Brian's Lockshop	Keying Service	114.98
	33940	BSN Sports	Recreation Equipment	705.21
	33941	Ronnie Burnette	Sports Referee	32.00
	33943	Mitzie Carroll	Recreation Trip Refund	82.00
	33944	CDW Government, Inc.	Technology Equipment	443.61
	33945	Cheri's Desert Harvest	Museum Shop Merchandise	105.51
	33946	Chevron & Texaco Card Services	Vehicle Fuel	74.25
	33947	Clemons Demolition	Abatement Services	650.00
	33948	Emza Coffey	Recreation Trip Refund	82.00
	33949	Companion Animal Clinic	Veterinary Supplies	201.60
	33951	J.W. Craig	Contract Instructor	60.20
	33952	Amber Cruz	Sports Referee	48.00
	33955	Desert Pacific Exterminators	Exterminator Services	180.00
	33956	Kristopher Dybbro	Contract Instructor	33.60
	33957	Ed Escalante	Sports Referee	88.00
	33958	Evangelical Free Church	Gymnasium Rental	7,500.00
	33959	Farmer Bros. Co.	Office Supplies	362.31
	33960	FedEx	Delivery Service	54.51
	33961	Angela Flores	Recreation Program Refund	40.00
	33962	Mae Fox	Contract Instructor	39.20
	33963	Fred's Tires	Fleet Tire Maintenance	699.89
	33964	Fulton Distributing Co.	Janitorial Supplies	810.17
	33965	G & K Propane	Shelter Propane	308.53
	33967	Duane Gasaway	Engineering Services	3,158.75
	33969	Johnny Ginn	Recreation Trip Refund	164.00
	33970	Lynda Gomez	Recreation Trip Refund	164.00
	33971	Graphic Penguin	Web Site Maintenance	265.00
	33972	Joy Groves	Contract Instructor	409.50
	33973	Art Gutierrez	Sports Referee	24.00
	33974	Totalfunds by Hasler	Postage	1,003.00
	33975	Hi-Desert Water	Water Service	904.26
	33976	Hi-Desert Publishing	Ordinance Advertising	150.77
	33977	Anja Homburg	Contract Instructor	63.70
	33978	Susan Jordan	Contract Instructor	210.00
	33979	Heather Kaczmarczk	Contract Instructor	427.00
	33980	Roger Keezer	Contract Instructor	61.60

**Town of Yucca Valley**

**Warrant Register**

March 10, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	33981	Keystone	Facilities Maintenance	30.00
	33982	Mona Kirk	Contract Instructor	123.92
	33983	Knorr Systems, Inc.	YVHS Pool Chemicals	46.07
	33984	KV Vet Supply Co.	Veterinary Supplies	160.00
	33985	League of Calif Cities - Reg	2011 Membership Dues	7,940.00
	33986	M. Scott	Museum Advertising	25.00
	33987	Jim McGlynn	Recreation Trip Refund	82.00
	33988	Brent Murphy	Sports Referee	100.00
	33989	Morongo Unified School District	YVHS Pool Utilities	926.94
	33990	Viva Nelson	Contract Instructor	18.20
	33991	O C Tanner Company	Employee Recognition	490.17
	33992	Oasis Office Supply	Office Supplies	654.94
	33994	Pacific Telemanagement Svs.	Phone Service	82.64
	33995	Pool & Spa Center	YVHS Pool Expense	285.56
	33996	Pro Security	Alarm Code Change Access	393.84
	33997	Pro Video	Town Council Taping	200.00
	33998	Quality Street Services, Inc.	Storm Clean Up 12/10	8,160.00
	33999	Dorothy Raymond	Recreation Trip Refund	82.00
	34001	Sidney Richardson	Sports Referee	128.00
	34004	SBCO - Information Services	January 2011 Radio Access	2,037.00
	34005	SBCO Sheriff's Dept	March 2011 Professional Svs.	260,738.00
	34006	SBCO-Registrar of Voters	2010 Town Council Election	7,440.00
	34007	SCE	Electric Service	277.42
	34008	Beverly Schmuckle	Contract Instructor	57.40
	34009	So. Cal. Gas Co.	Natural Gas Service	3,400.10
	34010	SoCal Body and Paint	Vehicle Maintenance	1,628.16
	34011	Southwest Networks, Inc.	Technology Support	2,300.00
	34012	Stater Bros	Recreation Event Expense	54.06
	34013	Len Stencil	Sports Referee	48.00
	34014	Steven Enterprises	Printer Ink	517.25
	34015	Superior Ready Mix	Parks Supplies	1,217.76
	34016	Tease Shirts	Facility Maintenance Uniforms	2,244.60
	34017	The Company	Fleet Truck Maintenance	1,401.50
	34018	Trophy Express	Recreation Trophies	1,179.94
	34019	VCA Yucca Valley Animal Hospital	Veterinary Services	493.00
	34020	Verizon	Phone Service	2,958.23
	34022	Walmart Community	Shelter Equipment	1,564.66
	34023	Western National Parks Assoc.	Museum Shop Merchandise	70.70
	EFT	The Home Depot	Facilities Maintenance	313.30
	EFT	First Bank Card	Meeting & Supplies	1,210.67
	EFT	The Home Depot	Facilities Maintenance	367.86
<b>Total 001 GENERAL FUND</b>				<b>\$339,730.11</b>
100 CENTRAL SUPPLIES FUND				
	33954	Desert Images Office Equipment, Inc.	Service Contract	\$1,984.77
	33968	GE Capital Corporation	Copier Lease	1,343.71
	33992	Oasis Office Supply	Copy Paper	461.52
<b>Total 100 CENTRAL SUPPLIES FUND</b>				<b>\$3,790.00</b>

**Town of Yucca Valley**

**Warrant Register**

March 10, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
200 DEPOSITS FUND				
	33960	FedEx	Delivery Service	\$34.96
	33967	Duane Gasaway	Engineering Services	237.50
<b>Total 200 DEPOSITS FUND</b>				<b>\$272.46</b>
509 COPS-SLESF FUND				
	33966	Galls/Inland Uniform	Uniform Expense	\$2,536.48
	34003	SBCO - Sheriff	Promotional Items	867.40
	34021	Verizon Wireless	Phone Service	76.02
<b>Total 509 COPS-SLESF FUND</b>				<b>\$3,479.90</b>
513 AB2928-STATE CONSTRUCTION GRANT FUND				
	33993	Overland Pacific & Cutler, Inc.	TCRP 129 Project	\$462.50
	34024	Willdan Associates	TCRP 129 Project	13,507.15
<b>Total 513 AB2928-STATE CONSTRUCTION GRANT FUND</b>				<b>\$13,969.65</b>
515 GAS TAX FUND				
	33927	Robert Adams	Seminar Expense	\$156.47
	33928	AlSCO/American Linen, Inc.	Streets Uniform Maintenance	52.68
	33942	Carquest Auto Parts	Streets Maintenance	21.49
	33950	Crafco, Inc.	Streets Maintenance Supplies	2,094.53
	33953	D3 Equipment, Inc.	Streets Supplies	363.77
<b>Total 515 GAS TAX FUND</b>				<b>\$2,688.94</b>
516 LTF FUND				
	33967	Duane Gasaway	Engineering Services	\$451.25
<b>Total 516 LTF FUND</b>				<b>\$451.25</b>
522 MEASURE I MAJOR ARTERIAL FUND				
	33967	Duane Gasaway	Engineering Services	\$498.75
	34000	RBF Consulting	SR 62 Widening Project	12,704.62
<b>Total 522 MEASURE I MAJOR ARTERIAL FUND</b>				<b>\$13,203.37</b>
523 MEASURE I - LOCAL ROADS FUND				
	33967	Duane Gasaway	Engineering Services	\$47.50
<b>Total 523 MEASURE I - LOCAL ROADS FUND</b>				<b>\$47.50</b>
524 MEASURE I - 2010-2040 FUND				
	33967	Duane Gasaway	Engineering Services	\$831.25
<b>Total 524 MEASURE I - 2010-2040 FUND</b>				<b>\$831.25</b>
527 PUBLIC LANDS FEDERAL GRANT				
	34000	RBF Consulting	Apache to Palm Project	\$12,745.92
<b>Total 527 PUBLIC LANDS FEDERAL GRANT</b>				<b>\$12,745.92</b>
800 CAPITAL PROJECTS RESERVE FUND				
	33971	Graphic Penguin	Web Site Maintenance	\$400.00
<b>Total 800 CAPITAL PROJECTS RESERVE FUND</b>				<b>\$400.00</b>

**Town of Yucca Valley**  
**Warrant Register**  
March 10, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
***		<b>Report Total</b>		<b><u>\$391,610.35</u></b>

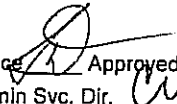
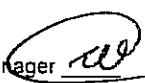
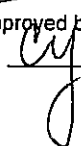


**WARRANT REGISTER # 41**  
**CHECK DATE - MARCH 24, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 34025 to # 34108 are valid  
Checks # 34034 is included in RDA # 41  
Check # 34045 is void

GENERAL FUND # 001	\$69,568.83
CENTRAL SUPPLIES FUND # 100	\$3,701.53
CUP DEPOSITS FUND # 200	\$8,173.42
COPS-SLESF FUND # 509	\$34.35
AB2928-STATE CONSTRUCTION GRANT FUND # 513	\$617.50
GAS TAX FUND # 515	\$10,664.57
MEASURE I MAJOR ARTERIAL FUND # 522	\$142.50
MEASURE I LOCAL ROADS FUND # 523	\$23.75
MEASURE I 2010-2040 FUND # 524	\$7,045.10
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$1,865.00
HUD JERRY LEWIS PARK FUND # 551	\$1,326.60
CDBG FUND # 560	\$715.00
<b>GRAND TOTAL</b>	<b><u>\$103,878.15</u></b>

Prepared by Shirlene Doten, Finance  Approved by Mark Nuaimi, Town Manager   
Reviewed by: Curtis Yakimow, Admin Svc. Dir. 

**Town of Yucca Valley**  
**Warrant Register**  
**March 24, 2011**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001		GENERAL FUND		
	34025	Aflac	Insurance Premium	\$952.97
	34026	AlSCO/American Linen, Inc.	Facilities Maintenance Supplies	179.71
	34027	Arrowhead Mountain Water	Office Supplies	54.20
	34028	Avalon Urgent Care	Employee Physicals	500.00
	34029	Barr Lumber, Inc.	Parks Maintenance	16.74
	34030	Big 5 Corp.	Recreation Program Supplies	312.69
	34031	Joseph E. Bonadiman & Assoc, Inc.	Engineering Service	140.00
	34032	Brian's Lockshop	Facilities Maintenance	206.19
	34033	C & S Electric	Maintenance Supplies	105.86
	34035	Caliso Learning	Museum Program Expense	100.00
	34036	Carquest Auto Parts	Facilities Maintenance	14.09
	34037	Charles Abbott & Assoc, Inc.	Permit Services	10,787.44
	34038	Companion Animal Clinic	Veterinary Supplies	1,116.30
	34040	Cowboy Corral	Shelter Supplies	108.60
	34041	Amber Cruz	Sports Referee	36.00
	34042	Desert Images Office Equipment, Inc.	Toner	157.31
	34043	Desert Pacific Exterminators	Exterminator Services	49.00
	34044	Desert Hot Springs Animal Clinic	Veterinary Services	660.00
	34046	Evangelical Free Church	Facility Rental	210.00
	34047	Farmer Bros. Co.	Office Supplies	79.09
	34048	FedEx	Delivery Service	22.86
	34049	Flex One-Aflac	Flex Administrative Fee	36.00
	34050	Fred's Tires	Fleet Tire Maintenance	1,653.14
	34051	G & K Propane	Shelter Propane Service	220.11
	34052	Duane Gasaway	Engineering Services	2,778.75
	34054	Totalfunds by Hasler	Postage	1,000.00
	34055	Hi-Desert Water	Water Service	1,018.27
	34056	Hi-Desert Publishing	Activity Events & Guide	3,426.83
	34057	Hogle-Ireland Inc.	Development Code Update	2,570.00
	34059	Intervet, Inc.	Shelter Adoption Supplies	345.40
	34060	Johnson Lift/Hyster	Vehicle Maintenance	128.08
	34063	Morongo Unified School District	Facility Rental	292.25
	34064	nfp Accounting Technologies	Annual Support Contract	1,807.75
	34065	NRO Engineering	Engineering Services	2,935.50
	34066	Oasis Office Supply	Office Supplies	1,188.48
	34067	Carl Otteson	Parks Backflow Testing	350.00
	34069	Public Agency Retirement Services	Trust Administrator	300.00
	34070	Petty Cash-Michele Linzner	Miscellaneous Supplies	330.58
	34071	Wendell Phillips	Facility Rental Refund	283.32
	34072	Pitney Bowes-Lease	Postage Meter Lease	597.00
	34073	Plaza Art & Frame	Town Council Expense	436.63
	34074	Premier Pet Products, LLC	Shelter Adoption Supplies	358.91
	34075	Quality Street Services, Inc.	Storm Clean Up 12/10	2,520.00
	34076	Zachary Resor	Animal Adoption Refund	92.00
	34078	Sidney Richardson	Sports Referee	36.00
	34079	SB County Administrative Office	City/County Registration Fee	290.00
	34080	SBCO - Hazardous Material Div	04-06/11 Hazardous Waste Svcs.	6,743.50
	34081	SBCO - Information Services	Radio Access	2,037.00

**Town of Yucca Valley**  
**Warrant Register**  
**March 24, 2011**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	34082	Office of the County Recorder	Filing Fee	15.00
	34083	SCE	Electric Service	4,070.43
	34084	Simplot Partners, Inc.	Parks Maintenance	1,065.75
	34085	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	13.58
	34086	So. Cal. Gas Co.	Senior Center Stove Repair	219.81
	34087	Southwest Networks, Inc.	Technology Support	4,630.00
	34088	Stater Bros	Museum Supplies	401.84
	34089	The Sun Runner	Museum Advertising	100.00
	34090	Tease Shirts	Recreation Staff Uniforms	400.00
	34092	Trophy Express	Recreation Trophies	1,392.82
	34093	Unique Crafters Co.	Museum Shop Merchandise	322.95
	34094	Unisource Worldwide, Inc.	Maintenance Supplies	80.40
	34094	Unisource Worldwide, Inc.	Maintenance Supplies	1,128.47
	34095	USA Mobility Wireless, Inc.	Pager Service	86.34
	34096	Vagabond Welding Supply	Facilities Maintenance	8.83
	34097	VCA Yucca Valley Animal Hospital	Veterinary Services	1,585.60
	34098	Verizon	Com Dev Maintenance Contract	1,074.96
	34099	Verizon	Phone Service	215.02
	34100	Valley Independent	Recreation Program Printing	482.31
	34101	Voyager Fleet Systems, Inc	Vehicle Fuel	109.44
	34102	Walmart Community	Equipment & Supplies	458.63
	34103	Woods Auto Repair	Vehicle Maintenance	338.24
	34104	Yellowmart	Shelter Supplies	21.73
	34105	YV Chamber of Commerce	Joint Marketing	1,453.53
	34107	Dept of Justice	Livescan Services	51.00
	34108	Dept of Justice	Livescan Services	198.00
	EFT	The Home Depot	Facilities Maintenance	59.60
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$69,568.83</b>
100	CENTRAL SUPPLIES FUND			
	34053	GE Capital Corporation	Copier Lease	\$839.28
	34100	Valley Independent	Business Card Masters	2,862.25
<b>Total 100</b>	<b>CENTRAL SUPPLIES FUND</b>			<b>\$3,701.53</b>
200	DEPOSITS FUND			
	34048	FedEx	Delivery Service	\$26.42
	34052	Duane Gasaway	Engineering Services	335.00
	34061	K. Dennis Klingelhofer	Engineering Services	5,525.00
	34065	NRO Engineering	Engineering Services	2,287.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$8,173.42</b>
509	COPS-SLESF-FUND			
	34068	Palm Springs Cyclery	Sheriff's Office Bike Repair	\$34.35
<b>Total 509</b>	<b>COPS-SLESF-FUND</b>			<b>\$34.35</b>
513	AB2928-STATE CONSTRUCTION GRANT FUND			
	34052	Duane Gasaway	Engineering Services	\$617.50
<b>Total 513</b>	<b>AB2928-STATE CONSTRUCTION GRANT FUND</b>			<b>\$617.50</b>

**Town of Yucca Valley**

**Warrant Register**

March 24, 2011

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
515 GAS TAX FUND				
	34026	AlSCO/American Linen, Inc.	Streets Uniform Maintenance	\$52.68
	34052	Duane Gasaway	Engineering Services	95.00
	34055	Hi-Desert Water	Water Service	179.92
	34062	LaBelle Marvin, Inc.	Cape Seal Analysis	1,540.00
	34070	Petty Cash-Michele Linzner	Miscellaneous Supplies	7.07
	34075	Quality Street Services, Inc.	Street Sweeping Service	5,595.00
	34083	SCE	Electric Service	105.05
	34091	Traffic Control Service, Inc.	Street Signs	3,054.46
	34106	YV Ford Center	Vehicle Maintenance	35.39
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$10,664.57</b>
522 MEASURE I MAJOR ARTERIAL FUND				
	34052	Duane Gasaway	Engineering Services	\$142.50
<b>Total 522</b>	<b>MEASURE I MAJOR ARTERIAL FUND</b>			<b>\$142.50</b>
523 MEASURE I LOCAL ROADS FUND				
	34052	Duane Gasaway	Engineering Services	\$23.75
<b>Total 523</b>	<b>MEASURE I LOCAL ROADS FUND</b>			<b>\$23.75</b>
524 MEASURE I 2010-2040 FUND				
	34039	Counts Unlimited	Radar Speed Surveys	\$1,800.00
	34052	Duane Gasaway	Engineering Services	688.75
	34065	NRO Engineering	Engineering Services	575.00
	34083	SCE	Electric Service	3,981.35
<b>Total 524</b>	<b>MEASURE I 2010-2040 FUND</b>			<b>\$7,045.10</b>
527 PUBLIC LANDS FEDERAL GRANT FUND				
	34052	Duane Gasaway	Engineering Services	\$427.50
	34065	NRO Engineering	Engineering Services	1,437.50
<b>Total 527</b>	<b>PUBLIC LANDS FEDERAL GRANT FUND</b>			<b>\$1,865.00</b>
551 HUD- JERRY LEWIS PARK FUND				
	34077	RHA Landscape Architect	Southside Community Park Design	\$1,326.60
<b>Total 551</b>	<b>HUD- JERRY LEWIS PARK FUND</b>			<b>\$1,326.60</b>
560 CDBG FUND				
	34058	Interactive Design	CC Door Design Svs.	\$715.00
<b>Total 560</b>	<b>CDBG FUND</b>			<b>\$715.00</b>
<b>***</b>	<b>Report Total</b>			<b>\$103,878.15</b>

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Jamie Anderson, Town Clerk  
**Date:** March 22, 2011  
**For Council Meeting:** April 5, 2010

**Subject:** Appointment to Parks, Recreation and Cultural Commission and Planning Commission

**Prior Council Review:** Council adopted Ordinance on March 1, 2011 amending the terms of the commissions to coincide with Council terms.

**Recommendation:** Appoint Merl Abel, Michael Alberg, Michael Hildebrand, Tim Humphreville and Robert Lombardo to the Planning Commission and Jennifer Collins, Jeff Evans, Dan Harman, Cynthia Kraemer and Laurine Silver to the Parks, Recreation and Cultural Commission

**Summary:** Each Council Member nominates, subject to ratification by the Council, a member to the Commissions and acts as liaison to those Commissioners.

### Order of Procedure:

#### Department Report

Request Staff Report

Request Public Comment

Council Questions of Staff

Council Discussion

Motion/Second

Discussion on Motion

Call the Question (Voice vote)

**Discussion:** On March 1, 2011 Council adopted Ordinance 223 amending the terms of Planning Commissioners to 4 years and changing the appointment dates for the Planning Commission and Parks, Recreation and Cultural Commission to begin on February 1, 2011 and end on January 31<sup>st</sup> of the year following the expiration of their Council term. The beginning and ending dates of the Commission terms were amended to allow incoming Council Members time to review their commission appointments and seek applications from potential Commissioners. Seated Commissioners have the option of requesting reappointment.

Reviewed By:

  
Town Manager

  
Town Attorney

  
Mgmt Services

  
Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

Council has expressed their desire for nominations as follows:

Councilmember	Planning Commission		Parks, Recreation, & Cultural Commission	
	Appointee	Term	Appointee	Term
Huntington	Dr. Robert Lombardo	31-Jan-13	Laurine Silver	31-Jan-13
Luckino	Tim Humphreville	31-Jan-13	Cynthia Kraemer	31-Jan-13
Rowe	Michael Alberg	31-Jan-15	Dan Harman	31-Jan-15
Hagerman	Michael Hildebrand	31-Jan-15	Jennifer Collins	31-Jan-15
Mayes	Merl Abel	31-Jan-15	Jeff Evans	31-Jan-15

**Alternatives:** Do not ratify the nominations or make appointments at this time. Seek additional persons to apply.

**Fiscal impact:** None

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Barbara Noble, Engineering Technician II
Date: March 17, 2011
For Council Meeting: April 5, 2011

Subject: Ordinance No.
Traffic Speed Surveys

Prior Council Review: There has been no prior Town Council review of this matter.

Recommendation: That the Town Council introduces the Ordinance, amending Title 12, Chapter 12.20 of the Town of Yucca Valley Municipal Code, Section 12.20.020, Entitled "Changes in State Law Speed Limits" by establishing the recommended speed limits, and rescinding that portion of the Ordinance that establishes the existing speed zones.

Executive Summary: Cities must perform radar speed surveys in order to establish radar enforceable speed limits. Radar speed zones must be updated in accordance with State law in order to remain enforceable through the use of radar by the Sheriff's Department.

Order of Procedure:

- Request Staff Report
Request Public Comment
Council Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question (Roll Call Vote)

Discussion: Traffic Safety Policy No. 16, Section 4, establishes the criteria for conducting traffic speed surveys at least once every seven years. Traffic radar speed surveys were conducted on October 26, 2010 and between January 31, 2011 and February 3, 2011, at thirteen (13) locations, to establish speed zones. The Town Engineer's/Traffic Engineer's review and recommendation is necessary in order for the speed limits to be enforced by radar.

Speed limits should be preferably at or near the 85 percentile speed, which is defined as that speed at or below which 85 percent of the traffic is moving. Speed limits higher than the 85 percentile are not generally considered reasonable and safe. Limits below the 85 percentile do not facilitate the orderly movement of traffic. Speed limits established on this basis conform to the consensus of those who drive the street as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

The following is a list of streets with updated speed surveys and recommended speed zones:

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, SRS Dept Head

X Department Report, X Ordinance Action, Resolution Action, Public Hearing, Consent, Minute Action, Receive and File, Study Session

<u>Street Section</u>	<u>Posted Speed</u>	<u>Proposed Speed Limit</u>
Anaconda Dr.: Rubidoux to Western Terminus	35	25
Balsa Ave.: Joshua Dr. to Joshua Ln.	35	35
Bonanza Dr.: Palomar Ave. to Carlyle Dr.	35	35
Carlyle Dr.: Palomar Ave. to Warren Vista Ave.	35	35
Desert Gold Dr.: Palomar Ave. to Warren Vista Ave.	35	35
El Dorado Ct.: El Dorado Dr. to Southern Terminus	35	25
El Dorado Dr.: Keats Ave. to Warren Vista Ave.	35	35
Joshua Ct.: Joshua Dr. to Southern Terminus	35	25
Juarez Dr.: Palomar Ave. to Joshua Ln.	35	40
Keats Ave.: Desert Gold Dr. to El Dorado Dr.	35	25
Lisbon Dr.: Palomar Ave. to Joshua Ln.	35	35
Warren Vista Ave.: Joshua Dr. to Northern Terminus	35	35
Warren Vista Ave: Joshua Dr. to San Andreas Rd.	-	40

Staff coordinated with the Sheriff's Department throughout the radar speed survey processes.

**Alternatives:** The speed limits recommended by the Traffic Engineer are necessary in order to be enforceable by radar. No alternatives are recommended by staff.

**Fiscal impact:** Costs will include the purchase of regulatory speed signs, as well as, installation by Town forces, which are included in Streets Maintenance Division annual operating budget.

**Attachments:** Radar Speed Limit Surveys  
Traffic Safety Policy #16  
California Vehicle Code – Section 40802  
Location Map



ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL  
CODE BY AMENDING SECTION 12.20.020 ENTITLED "CHANGES IN  
STATE LAW SPEED LIMITS" OF CHAPTER 12.20 OF  
THE TOWN OF YUCCA VALLEY MUNICIPAL CODE ESTABLISHING  
SPEED LIMITS

The Town Council of the Town of Yucca Valley does ordain as follows:

**SECTION 1.** Title 12 of the Town of Yucca Valley Municipal Code is hereby amended by adding to Section 12.20.020 of Chapter 12.20 the following streets, portions affected, and declared prima facie speed limits:

<u>Name of Street</u>	<u>Portion Affected</u>	<u>"Declared Prima Facie Speed Limit (In Miles Per Hr)</u>
Anaconda Dr.	Joshua Dr. to Western Terminus	25
Balsa Ave.	Joshua Dr. to Joshua Ln.	35
Bonanza Dr.	Palomar Ave. to Carlyle Dr.	35
Carlyle Dr.	Palomar Ave. to Warren Vista Ave.	35
Desert Gold Dr.	Palomar Ave. to Warren Vista Ave.	35
El Dorado Ct.	El Dorado Dr. to Southern Terminus	25
El Dorado Dr.	Keats Ave. to Warren Vista Ave.	35
Joshua Ct.	Joshua Dr. to Southern Terminus	25
Juarez Dr.	Palomar Ave. to Joshua Ln.	40
Keats Ave.	Desert Gold Dr. to El Dorado Dr.	25
Lisbon Dr.	Palomar Ave. to Joshua Ln.	35
Warren Vista Ave.	Joshua Ln. to Northern Terminus	35
Warren Vista Ave.	Joshua Dr. to San Andreas Rd.	40

Except as so amended, all other provisions of said Chapter shall remain in effect.

**SECTION 2** NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation, printed

and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

**SECTION 3 EFFECTIVE DATE:** This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
TOWN ATTORNEY

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Anaconda Drive  
 B/ Joshua Drive - Western Terminus  
 24 Hour Directional Speed Survey  
 Eastbound

YCVANJOWT  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	2	0	0	0	0	0	0	0	0	0	0	0	0	2
06:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
07:00	1	1	0	0	0	0	0	0	0	0	0	0	0	3
08:00	5	0	0	1	0	0	0	0	0	0	0	0	0	6
09:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
10:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
11:00	4	1	1	0	0	0	0	0	0	0	0	0	0	6
12 PM	4	0	2	1	0	0	0	0	0	0	0	0	0	7
13:00	5	0	1	0	0	0	0	0	0	0	0	0	0	6
14:00	6	2	2	0	0	0	0	0	0	0	0	0	0	11
15:00	6	1	3	1	0	0	0	0	0	0	0	0	0	11
16:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
17:00	1	0	0	0	0	0	0	0	0	0	0	0	0	2
18:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
19:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
20:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	52	6	13	3	1	0	0	0	0	0	0	0	0	75
Total	52	6	13	3	1	0	0	0	0	0	0	0	0	75

15th Percentile : 3 MPH  
 50th Percentile : 11 MPH  
 85th Percentile : 22 MPH  
 95th Percentile : 25 MPH

Mean Speed(Average) : 12 MPH  
 10 MPH Pace Speed : 1-10 MPH  
 Number In Pace : 37  
 Percent In Pace : 48.3%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Anaconda Drive  
 B/ Joshua Drive - Western Terminus  
 24 Hour Directional Speed Survey  
 Westbound

YCVANJOWT  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	Total
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
06:00	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
08:00	5	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
09:00	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
10:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
12 PM	0	0	0	2	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
13:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
14:00	0	0	0	1	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
15:00	1	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
16:00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
19:00	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
20:00	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	28	2	2	7	7	7	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45
Total	28	2	2	7	7	7	7	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45

15th Percentile : 4 MPH  
 50th Percentile : 11 MPH  
 85th Percentile : 26 MPH  
 95th Percentile : 29 MPH

Mean Speed(Average) : 14 MPH  
 10 MPH Pace Speed : 1-10 MPH  
 Number in Pace : 20  
 Percent in Pace : 44.4%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

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Town of Yucca Valley  
 Anaconda Drive  
 B/ Joshua Drive - Western Terminus  
 24 Hour Directional Speed Survey  
 Eastbound, Westbound

YCVANJOWT  
 Site Code: 01B-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
06:00	2	2	0	0	0	0	0	0	0	0	0	0	0	4
07:00	2	2	0	0	0	0	0	0	0	0	0	0	0	4
08:00	10	0	0	0	0	0	0	0	0	0	0	0	0	10
09:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
10:00	2	0	0	0	0	0	0	0	0	0	0	0	0	2
11:00	4	1	0	0	0	0	0	0	0	0	0	0	0	5
12 PM	4	0	0	0	0	0	0	0	0	0	0	0	0	4
13:00	6	1	0	0	0	0	0	0	0	0	0	0	0	7
14:00	6	2	3	1	2	0	0	0	0	0	0	0	0	14
15:00	7	1	4	2	0	0	0	0	0	0	0	0	0	14
16:00	6	0	0	0	0	0	0	0	0	0	0	0	0	6
17:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
18:00	9	0	0	0	0	0	0	0	0	0	0	0	0	9
19:00	4	0	0	0	0	0	0	0	0	0	0	0	0	4
20:00	9	0	0	0	0	0	0	0	0	0	0	0	0	9
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	80	8	20	10	2	0	0	0	0	0	0	0	0	120
Total	80	8	20	10	2	0	0	0	0	0	0	0	0	120

15th Percentile : 3 MPH  
 50th Percentile : 11 MPH  
 85th Percentile : 24 MPH  
 95th Percentile : 28 MPH

Mean Speed(Average) : 13 MPH  
 10 MPH Pace Speed : 1-10 MPH  
 Number in Pace : 55  
 Percent in Pace : 45.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Town of Yucca Valley  
Radar Speed Survey

Location: Balsa Avenue

Between: Joshua Drive - Joshua Lane

Weather: Sunny

Date: 1/31/11

Time From: 10:20

Time To: 13:20

Existing Speed Limits: 35 M.P.H.

% Over Pace: 5%

% In Pace: 74%

% Under Pace: 21%

Average Speed: 34 M.P.H.

Pace Speed: 31 - 40 M.P.H.

86th Percentile / Critical Speed: 37 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92878  
T 951-268-8288 F 951-268-8287

Speed	M.P.H.		Vehicle Surveyed		Tot. Veh.
	NB	SB	Northbound	Southbound	
05	0	0			0
06	0	0			0
07	0	0			0
08	0	0			0
09	0	0			0
10	0	0			0
11	0	0			0
12	0	0			0
13	0	0			0
14	0	0			0
15	0	0			0
16	0	0			0
17	0	0			0
18	0	0			0
19	0	0			0
20	0	0			0
21	0	0			0
22	0	0			0
23	0	0			0
24	0	0			0
25	0	0			0
26	0	0			0
27	0	0			0
28	0	0			0
29	0	0			0
30	0	0			0
31	0	0			0
32	0	0			0
33	0	0			0
34	0	0			0
35	0	0			0
36	0	0			0
37	0	0			0
38	0	0			0
39	0	0			0
40	0	0			0
41	0	0			0
42	0	0			0
43	0	0			0
44	0	0			0
45	0	0			0
46	0	0			0
47	0	0			0
48	0	0			0
49	0	0			0
50	0	0			0
51	0	0			0
52	0	0			0
53	0	0			0
54	0	0			0
55	0	0			0
56	0	0			0
57	0	0			0
58	0	0			0
59	0	0			0
60	0	0			0
61	0	0			0
62	0	0			0
63	0	0			0
64	0	0			0
65	0	0			0
66	0	0			0
67	0	0			0
68	0	0			0
69	0	0			0
70	0	0			0
71	0	0			0
72	0	0			0
73	0	0			0
74	0	0			0
75	0	0			0
76	0	0			0
77	0	0			0
78	0	0			0
79	0	0			0
80	0	0			0
81	0	0			0
82	0	0			0
83	0	0			0
84	0	0			0
85	0	0			0
86	0	0			0
87	0	0			0
88	0	0			0
89	0	0			0
90	0	0			0
91	0	0			0
92	0	0			0
93	0	0			0
94	0	0			0
95	0	0			0
96	0	0			0
97	0	0			0
98	0	0			0
99	0	0			0
100	0	0			0
GRAND TOTALS					100

Counts Unlimited, Inc  
 PO Box 1178  
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 (951) 268-6268

Town of Yucca Valley  
 Bonanza Drive  
 8/ Palomar Avenue - Carlyle Drive  
 24 Hour Directional Speed Survey  
 Eastbound

YCVBOPACA  
 Site Code: 018-11020  
 Date Start 03-Feb-11  
 Date End 03-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
02/03/11	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	1	5	3	0	0	0	0	0	0	0	0	9
07:00	0	0	1	0	1	2	0	0	0	0	0	0	0	4
08:00	1	2	3	0	0	1	0	0	0	0	0	0	0	8
09:00	2	1	1	1	2	0	0	0	0	0	0	0	0	7
10:00	0	1	1	2	0	0	0	0	0	0	0	0	0	4
11:00	0	0	0	1	1	2	0	0	0	0	0	0	0	4
12 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	2
13:00	1	0	0	1	1	0	0	0	0	0	0	0	0	3
14:00	1	0	1	0	1	1	0	0	0	0	0	0	0	4
15:00	0	0	1	0	1	1	0	0	0	0	0	0	0	3
16:00	0	0	0	1	1	1	0	1	0	0	0	0	0	4
17:00	0	0	0	0	1	1	0	0	0	0	0	0	0	3
18:00	1	0	0	1	2	1	0	0	0	0	0	0	0	5
19:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	4	10	12	15	10	1	2	0	0	0	0	0	60
Total	6	4	10	12	15	10	1	2	0	0	0	0	0	60

Statistics

- 15th Percentile: 19 MPH
- 50th Percentile: 30 MPH
- 85th Percentile: 37 MPH
- 95th Percentile: 40 MPH
- Mean Speed(Average): 28 MPH
- 10 MPH Pace Speed: 26-35 MPH
- Number In Pace: 27
- Percent In Pace: 45.0%
- Number of Vehicles > 55 MPH: 0
- Percent of Vehicles > 55 MPH: 0.0%

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Town of Yucca Valley  
 Bonanza Drive  
 B/ Palomar Avenue - Carlyle Drive  
 24 Hour Directional Speed Survey  
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YCVBOPACA  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
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Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	Total	
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	2	2	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
09:00	2	0	1	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
10:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	0	0	4	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
12 PM	1	0	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
14:00	3	1	1	1	1	0	0	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
15:00	0	0	0	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
16:00	1	0	0	2	2	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
17:00	2	0	0	0	0	0	0	2	2	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	7
18:00	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
19:00	0	1	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
20:00	1	0	0	0	0	0	0	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	5
21:00	0	1	1	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	12	4	4	9	9	13	13	21	21	10	10	4	4	0	0	0	0	1	1	3	3	0	0	0	0	74
Total	12	4	4	9	9	13	13	21	21	10	10	4	4	0	0	0	0	1	1	3	3	0	0	0	0	74

Statistics

Mean Speed(Average): 27 MPH  
 10 MPH Pace Speed: 26-35 MPH  
 Number in Pace: 34  
 Percent in Pace: 45.9%  
 Number of Vehicles > 55 MPH: 1  
 Percent of Vehicles > 55 MPH: 1.4%

15th Percentile: 11 MPH  
 50th Percentile: 30 MPH  
 85th Percentile: 37 MPH  
 95th Percentile: 41 MPH



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 Eastbound, Westbound

YCVBOPACA  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date Enc: 03-Feb-11

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	5	3	2	2	0	0	0	0	0	0	9
08:00	3	2	4	1	0	2	1	1	0	0	0	0	0	6
09:00	4	2	2	1	2	0	0	0	0	0	0	0	0	14
10:00	0	1	1	3	1	0	0	0	0	0	0	0	0	11
11:00	0	0	0	3	5	3	0	0	0	0	0	0	0	6
12 PM	1	0	1	0	2	3	0	0	0	1	0	0	0	12
13:00	1	0	1	3	1	2	0	0	0	0	0	0	0	6
14:00	4	1	2	0	3	2	0	0	0	0	0	0	0	7
15:00	0	0	4	1	1	0	0	0	0	0	0	0	0	12
16:00	1	0	2	1	4	1	1	1	0	0	0	0	0	7
17:00	3	0	0	4	4	1	1	1	0	0	0	0	0	11
18:00	0	0	0	1	4	2	1	0	0	0	0	0	0	14
19:00	0	1	0	2	1	1	0	0	0	0	0	0	0	6
20:00	1	0	0	0	1	1	1	0	0	0	0	0	0	5
21:00	0	1	0	0	1	2	1	0	0	0	0	0	0	5
22:00	0	0	0	0	1	1	0	0	0	0	0	0	0	3
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	18	8	19	25	36	20	5	2	0	1	0	0	0	134
Total	18	8	19	25	36	20	5	2	0	1	0	0	0	134

Statistics

15th Percentile: 17 MPH  
 50th Percentile: 30 MPH  
 85th Percentile: 37 MPH  
 95th Percentile: 41 MPH

Mean Speed(Average): 28 MPH  
 10 MPH Pace Speed: 26-35 MPH  
 Number In Pace: 61  
 Percent In Pace: 45.5%  
 Number of Vehicles > 55 MPH: 1  
 Percent of Vehicles > 55 MPH: 0.7%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Carlyle Drive  
 B/ Palomar Avenue - Warren Vista Avenue  
 24 Hour Directional Speed Survey  
 Eastbound

YCV/CAPAWW  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	45	50	51	55	56	60	65	66	70	71	Total
02/02/11	0	0	0	0	0	0	0	0	0	0	1	4	4	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
06:00	0	0	2	2	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	5
07:00	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
08:00	0	0	0	0	0	0	0	0	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	3
09:00	0	0	0	0	1	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
10:00	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
12 PM	2	2	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	1	1	1	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	2	2	0	0	1	1	2	1	1	0	1	1	0	0	0	0	0	0	0	0	0	0	5
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
17:00	0	0	1	1	1	1	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
18:00	0	0	1	1	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
19:00	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	0	1	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5	11	10	10	15	15	14	14	15	15	8	8	1	1	0	0	0	0	0	0	0	0	0	0	64
Total	5	11	10	10	15	15	14	14	15	15	8	8	1	1	0	0	0	0	0	0	0	0	0	0	64

15th Percentile : 17 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 35 MPH  
 95th Percentile : 38 MPH

Mean Speed(Average) : 27 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 29  
 Percent in Pace : 45.3%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
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 (951) 268-6268

Town of Yucca Valley  
 Carlyle Drive  
 B/ Palomar Avenue - Warren Vista Avenue  
 24 Hour Directional Speed Survey  
 Westbound

YCYCAPAWW  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
02/02/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	1	1	0	2	0	2	0	0	0	0	0	0	0	6
08:00	0	0	0	0	0	0	1	0	0	0	0	0	0	3
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	1	1	1	1	1	1	0	0	0	0	0	0	0	2
11:00	0	1	0	1	1	1	0	0	0	0	0	0	0	6
12 PM	2	1	0	1	1	1	0	0	0	0	0	0	0	4
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	1	3	1	1	3	0	0	0	0	0	0	0	5
15:00	0	1	1	3	1	3	0	0	0	0	0	0	0	4
16:00	2	0	1	3	0	2	1	0	0	0	0	0	0	9
17:00	0	0	1	1	0	0	1	0	0	0	0	0	0	8
18:00	0	1	1	0	2	4	0	0	0	0	0	0	0	5
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	1	1	0	1	1	0	0	0	0	0	0	0	2
21:00	0	0	0	1	0	0	0	0	0	0	0	0	0	2
22:00	0	0	0	0	0	0	1	0	0	0	0	0	0	3
23:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	7	9	9	11	9	18	5	0	0	0	0	0	0	68
Total	7	9	9	11	9	18	5	0	0	0	0	0	0	68

Statistics

15th Percentile : 17 MPH  
 50th Percentile : 29 MPH  
 85th Percentile : 39 MPH  
 95th Percentile : 42 MPH

Mean Speed(Average) : 29 MPH  
 10 MPH Pace Speed : 31-40 MPH  
 Number in Pace : 27  
 Percent in Pace : 39.7%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Carlyle Drive  
 B/ Palomar Avenue - Warren Vista Avenue  
 24 Hour Directional Speed Survey  
 Eastbound, Westbound

YCYCAPAWV  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
02/02/11	0	0	0	0	0	1	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	3	1	0	0	0	0	0	0	0	0	4
06:00	1	3	2	2	0	3	0	0	0	0	0	0	0	11
07:00	1	2	0	2	0	0	1	0	0	0	0	0	0	6
08:00	0	0	0	0	1	2	0	0	0	0	0	0	0	3
09:00	0	0	1	1	3	1	0	0	0	0	0	0	0	6
10:00	1	1	1	2	1	2	0	0	0	0	0	0	0	8
11:00	0	1	0	2	4	1	0	0	0	0	0	0	0	8
12 PM	4	3	3	1	1	0	0	0	0	0	0	0	0	12
13:00	0	0	0	0	1	3	0	0	0	0	0	0	0	4
14:00	1	2	3	1	2	5	0	0	0	0	0	0	0	14
15:00	0	3	1	4	2	3	2	0	0	0	0	0	0	15
16:00	2	0	1	4	3	0	1	0	0	0	0	0	0	11
17:00	0	1	1	2	2	4	0	0	0	0	0	0	0	10
18:00	0	2	2	0	1	0	0	0	0	0	0	0	0	5
19:00	1	0	1	0	1	1	0	0	0	0	0	0	0	4
20:00	0	2	2	1	1	0	0	0	0	0	0	0	0	6
21:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	12	20	19	25	24	26	6	0	0	0	0	0	0	132
Total	12	20	19	25	24	26	6	0	0	0	0	0	0	132

15th Percentile : 17 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 38 MPH  
 95th Percentile : 40 MPH

Mean Speed(Average) : 28 MPH  
 10 MPH Pace Speed : 27-36 MPH  
 Number in Pace : 50  
 Percent in Pace : 37.9%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92678  
 (951) 268-5268

Town of Yucca Valley  
 Desert Gold Drive  
 B/ Palomar Avenue - Warren Vista Avenue  
 24 Hour Directional Speed Survey  
 Eastbound

YCVDGPAWV  
 Site Code: J18-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
06:00	0	0	0	0	0	1	1	0	0	0	0	0	0	2
07:00	1	1	1	0	0	0	0	0	0	0	0	0	0	3
08:00	0	1	0	1	1	0	0	0	0	0	0	0	0	3
09:00	1	0	0	0	0	1	0	0	0	0	0	0	0	2
10:00	1	0	2	1	2	0	0	0	0	0	0	0	0	6
11:00	1	0	0	0	0	1	0	0	0	0	0	0	0	2
12 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	1
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	1	1	0	0	0	1	0	0	0	0	0	0	0	2
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	1	0	0	0	0	0	0	0	0	2
17:00	3	3	0	1	0	1	0	0	0	0	0	0	0	8
18:00	1	0	0	2	0	1	0	0	0	0	0	0	0	5
19:00	2	1	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	0	0	0	0	2	1	0	0	0	0	0	0	3
21:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	11	7	3	6	7	11	3	0	0	0	0	0	0	48
Total	11	7	3	6	7	11	3	0	0	0	0	0	0	48

15th Percentile : 7 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 38 MPH  
 95th Percentile : 41 MPH

Mean Speed(Average) : 25 MPH  
 10 MPH Pace Speed : 30-39 MPH  
 Number In Pace : 18  
 Percent In Pace : 37.5%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
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Town of Yucca Valley  
 Desert Gold Drive  
 B/ Palomar Avenue - Warren Vista Avenue  
 24 Hour Directional Speed Survey  
 Westbound

YCV/DGPAWV  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	Total
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	1	0	0	0	1	0	0	0	0	0	0	0	0	2
07:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	1	1	0	0	0	1	0	0	0	0	0	0	0	3
09:00	1	1	0	0	1	1	0	0	0	0	0	0	0	4
10:00	1	0	0	0	2	0	1	0	0	0	0	0	0	4
11:00	1	0	0	0	2	0	0	0	0	0	0	0	0	3
12 PM	1	1	2	0	1	0	0	1	0	0	0	0	0	6
13:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
14:00	1	2	1	1	1	0	0	0	0	0	0	0	0	6
15:00	0	1	0	2	0	0	1	0	0	0	0	0	0	4
16:00	3	0	0	0	0	2	0	0	0	0	0	0	0	5
17:00	0	0	0	3	1	0	0	0	0	0	0	0	0	5
18:00	0	1	1	1	2	0	1	0	0	0	0	0	0	6
19:00	3	0	0	1	2	1	0	0	0	0	0	0	0	7
20:00	0	1	0	0	1	1	1	0	0	0	0	0	0	3
21:00	2	0	0	0	1	1	0	0	0	0	0	0	0	4
22:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	17	8	4	9	15	7	6	1	0	0	0	0	0	67
Total	17	8	4	9	15	7	6	1	0	0	0	0	0	67

15th Percentile: 8 MPH  
 50th Percentile: 28 MPH  
 85th Percentile: 37 MPH  
 95th Percentile: 43 MPH

Mean Speed(Average): 25 MPH  
 10 MPH Pace Speed: 27-36 MPH  
 Number In Pace: 25  
 Percent In Pace: 37.3%  
 Number of Vehicles > 55 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.0%

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Town of Yucca Valley  
 Desert Gold Drive  
 B/ Palomar Avenue - Wairren Vista Avenue  
 24 Hour Directional Speed Survey  
 Eastbound, Westbound

YCV/DGPAWV  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	
02/03/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
06:00	1	0	0	0	1	0	1	0	0	0	0	0	0	4
07:00	2	1	1	0	0	0	0	0	0	0	0	0	0	4
08:00	1	2	0	1	1	1	0	0	0	0	0	0	0	6
09:00	2	2	0	0	1	2	0	0	0	0	0	0	0	10
10:00	2	0	2	1	4	0	1	0	0	0	0	0	0	5
11:00	2	0	0	0	2	1	0	0	0	0	0	0	0	7
12 PM	1	1	2	0	1	1	0	0	0	0	0	0	0	7
13:00	0	0	0	0	3	0	0	0	0	0	0	0	0	3
14:00	2	3	1	1	1	0	0	0	0	0	0	0	0	9
15:00	0	1	0	2	0	0	1	0	0	0	0	0	0	4
16:00	3	0	0	0	1	2	1	0	0	0	0	0	0	7
17:00	4	3	0	4	1	1	0	0	0	0	0	0	0	13
18:00	1	1	1	3	3	1	1	0	0	0	0	0	0	11
19:00	5	1	0	1	2	1	0	0	0	0	0	0	0	10
20:00	0	1	0	0	0	3	2	0	0	0	0	0	0	6
21:00	2	0	0	0	1	2	0	0	0	0	0	0	0	5
22:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	28	15	7	15	22	18	9	1	0	0	0	0	0	115
Total	28	15	7	15	22	18	9	1	0	0	0	0	0	115

15th Percentile : 9 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 38 MPH  
 95th Percentile : 42 MPH

Mean Speed(Average) : 25 MPH  
 10 MPH Pace Speed : 29-38 MPH  
 Number in Pace : 40  
 Percent in Pace : 34.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 El Dorado Court  
 B/El Dorado Drive - Southern Terminus  
 24 Hour Directional Speed Survey  
 Northbound

YCV EDEDST  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	Total	
02/02/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
09:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
13:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
14:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
15:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
16:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
17:00	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	4	4	4	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	

15th Percentile : 2 MPH  
 50th Percentile : 18 MPH  
 85th Percentile : 23 MPH  
 95th Percentile : 25 MPH

Mean Speed(Average) : 15 MPH  
 10 MPH Pace Speed : 17-26 MPH  
 Number in Pace : 11  
 Percent in Pace : 64.7%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%



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Town of Yucca Valley  
 El Dorado Court  
 B/El Dorado Drive - Southern Terminus  
 24 Hour Directional Speed Survey  
 Southbound

YGV EDEDST  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	0	15	20	16	21	26	31	36	41	46	51	56	61	66	71	Total
	0	15	20	25	30	35	40	45	50	55	60	65	70	75		
02/02/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
12 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1
15:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	5	5	8	8	1	1	0	0	0	0	0	0	0	0	17

15th Percentile : 15 MPH  
 50th Percentile : 20 MPH  
 85th Percentile : 23 MPH  
 95th Percentile : 25 MPH

Mean Speed(Average) : 20 MPH  
 10 MPH Pace Speed : 14-23 MPH  
 Number in Pace : 13  
 Percent in Pace : 76.5%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

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Town of Yucca Valley  
 El Dorado Court  
 B/ El Dorado Drive - Southern Terminus  
 24 Hour Directional Speed Survey  
 Northbound, Southbound

YCV EDEDST  
 Site Code: 018-11020  
 Date Start: 02-Feb-11  
 Date End: 02-Feb-11

Start Time	0	15	20	16	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	65	66	70	71	75	Total	
02/02/11	0	15	20	16	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	65	66	70	71	75	Total	
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:00	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
09:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
12 PM	2	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
14:00	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
15:00	1	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
16:00	1	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
17:00	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
18:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9	9	9	9	14	14	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34

15th Percentile : 11 MPH  
 50th Percentile : 20 MPH  
 85th Percentile : 24 MPH  
 95th Percentile : 25 MPH

Mean Speed(Average) : 19 MPH  
 10 MPH Pace Speed : 16-25 MPH  
 Number In Pace : 23  
 Percent In Pace : 67.6%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%



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Town of Yucca Valley  
 Joshua Court  
 B/ Joshua Drive - Southern Terminus  
 24 Hour Directional Speed Survey  
 Northbound

YCVJJOJOST  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	Total	
02/01/11	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	2	
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
09:00	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
10:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12 PM	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
14:00	0	0	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
15:00	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
16:00	0	0	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
17:00	2	2	2	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
18:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	
19:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
20:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
21:00	1	1	1	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	3	16	16	22	22	22	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	

Statistics  
 Mean Speed(Average): 20 MPH  
 10 MPH Pace Speed: 16-25 MPH  
 Number in Pace: 38  
 Percent in Pace: 90.5%  
 Number of Vehicles > 55 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.0%

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Town of Yucca Valley  
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 Southbound

YCVJJOJOST  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	0	15	20	16	21	26	31	36	41	46	51	56	61	66	71	75	Total
02/01/11	0	15	20	0	21	26	31	36	41	46	51	56	61	66	71	75	Total
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	1	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	2
07:00	1	1	0	0	3	1	0	0	0	0	0	0	0	0	0	0	3
08:00	1	1	0	0	2	1	0	0	0	0	0	0	0	0	0	0	5
09:00	0	0	1	0	3	0	0	0	0	0	0	0	0	0	0	0	4
10:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	4
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
14:00	0	0	1	0	2	1	0	0	0	0	0	0	0	0	0	0	2
15:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4
16:00	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	4
17:00	1	1	2	1	1	0	0	0	0	0	0	0	0	0	0	0	3
18:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	4
19:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
20:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	7	7	7	21	8	8	8	8	8	8	8	8	8	8	8	42

15th Percentile : 15 MPH  
 50th Percentile : 22 MPH  
 85th Percentile : 26 MPH  
 95th Percentile : 28 MPH

Mean Speed(Average) : 22 MPH  
 10 MPH Pace Speed : 19-28 MPH  
 Number In Pace : 31  
 Percent In Pace : 73.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

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Town of Yucca Valley  
 Joshua Court  
 B/ Joshua Drive - Southern Terminus  
 24 Hour Directional Speed Survey  
 Northbound, Southbound

YCVJJOJOST  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	0	15	20	16	21	26	31	36	41	46	51	56	61	66	71	Total
02/01/11	0	15	20	16	21	26	31	36	41	46	51	56	61	66	71	
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
06:00	1	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0
07:00	1	1	1	1	3	1	0	0	0	0	0	0	0	0	0	0
08:00	1	0	0	0	4	1	0	0	0	0	0	0	0	0	0	0
09:00	0	1	1	1	5	0	0	0	0	0	0	0	0	0	0	0
10:00	0	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 PM	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0
13:00	1	2	2	2	1	0	0	0	0	0	0	0	0	0	0	0
14:00	0	2	2	2	5	1	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	4	1	0	0	0	0	0	0	0	0	0	0
16:00	1	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0
17:00	3	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0
18:00	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0
19:00	0	2	2	2	0	1	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0
21:00	1	1	1	1	2	2	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	9	23	23	23	43	9	9	9	9	9	9	9	9	9	9	84

Statistics

15th Percentile : 16 MPH  
 50th Percentile : 22 MPH  
 85th Percentile : 25 MPH  
 95th Percentile : 28 MPH

Mean Speed(Average) : 21 MPH  
 10 MPH Pace Speed : 16-25 MPH  
 Number in Pace : 66  
 Percent in Pace : 78.6%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	Est. Vol	Eastbound	Westbound	VEH.	
65	0			0	
64	0			0	
63	0			0	
62	0			0	
61	0			0	
60	0			0	
59	0			0	
58	0			0	
57	0			0	
56	0			0	
55	0			0	
54	0			0	
53	0			0	
52	0			0	
51	0			0	
50	0			0	
49	0			0	
48	0			0	
47	0			0	
46	0			0	
45	0			0	
44	0			0	
43	1			1	
42	2			2	
41	4			4	
40	1			1	
39	4			4	
38	4			4	
37	8			8	
36	2			2	
35	5			5	
34	3			3	
33	2			2	
32	4			4	
31	3			3	
30	1			1	
29	0			0	
28	0			0	
27	1			1	
26	0			0	
25	0			0	
24	0			0	
23	0			0	
22	0			0	
21	0			0	
20	0			0	
19	0			0	
18	0			0	
17	0			0	
16	0			0	
15	0			0	
<b>GRAND TOTALS</b>				<b>100</b>	

Location:	Juarez Drive
Between:	Palomar Avenue - Joshua Lane
Weather:	Sunny
Date:	1/31/11
Time From:	13:20
Time To:	16:00
Existing Speed Limit:	35 M.P.H.

% Over Pace:	13%
% In Pace:	75%
% Under Pace:	12%
Average Speed:	35 M.P.H.
Pace Speed:	32 - 41 M.P.H.
85th Percentile / Critical Speed:	40 M.P.H.

P A C E

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92878  
T 961-268-6268 F 961-260-6267

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92678  
 (951) 268-6268

Town of Yucca Valley  
 Keats Avenue  
 B/ Desert Gold Drive - El Dorado Lane.  
 24 Hour Directional Speed Survey  
 Northbound

YCVKEDGJO  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	55	60	65	70	75	Total
02/01/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
06:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	1	2	4	0	0	0	0	0	0	0	0	0	0	7
08:00	1	1	1	1	1	0	0	0	0	0	0	0	0	0	5
09:00	1	0	1	1	0	0	0	0	0	0	0	0	0	0	3
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:00	2	0	1	1	0	0	0	0	0	0	0	0	0	0	4
12 PM	3	0	1	0	1	0	0	0	0	0	0	0	0	0	5
13:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
14:00	4	1	2	1	0	0	0	0	0	0	0	0	0	0	8
15:00	1	1	1	3	0	0	0	0	0	0	0	0	0	0	6
16:00	2	0	1	1	0	0	0	0	0	0	0	0	0	0	4
17:00	0	2	1	3	0	0	0	0	0	0	0	0	0	0	6
18:00	2	1	1	1	0	0	0	0	0	0	0	0	0	0	5
19:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
23:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	17	10	16	19	2	1	0	0	0	0	0	0	0	0	65
Total	17	10	16	19	2	1	0	0	0	0	0	0	0	0	65

Statistics

15th Percentile : 8 MPH  
 50th Percentile : 22 MPH  
 85th Percentile : 28 MPH  
 95th Percentile : 30 MPH

Mean Speed(Average) : 20 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number In Pace : 35  
 Percent In Pace : 53.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%



Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Keats Avenue  
 B/ Desert Gold Drive - El Dorado Lane  
 24 Hour Directional Speed Survey  
 Southbound

YCVKEDGJO  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
Time	20	25	30	35	40	45	50	55	60	65	70	75		
02/01/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
09:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	1	2	1	0	0	0	0	0	0	0	0	0	4
12 PM	1	0	1	0	0	0	0	0	0	0	0	0	0	2
13:00	0	0	3	1	1	0	0	0	0	0	0	0	0	5
14:00	2	2	2	2	0	0	0	0	0	0	0	0	0	8
15:00	0	2	5	1	0	0	0	0	0	0	0	0	0	8
16:00	0	0	3	3	0	0	0	0	0	0	0	0	0	6
17:00	0	1	6	3	0	0	0	0	0	0	0	0	0	10
18:00	0	0	2	2	0	0	0	0	0	0	0	0	0	2
19:00	0	2	0	2	0	0	0	0	0	0	0	0	0	4
20:00	1	0	1	1	0	0	0	0	0	0	0	0	0	3
21:00	0	1	0	2	0	0	0	0	0	0	0	0	0	3
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5	9	29	18	1	0	0	0	0	0	0	0	0	52
Total	5	9	29	18	1	0	0	0	0	0	0	0	0	52

15th Percentile : 18 MPH  
 50th Percentile : 23 MPH  
 85th Percentile : 28 MPH  
 95th Percentile : 30 MPH

Mean Speed(Average) : 23 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number In Pace : 47  
 Percent In Pace : 75.8%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Keats Avenue  
 B/ Desert Gold Drive - El Dorado Lane  
 24 Hour Directional Speed Survey  
 Northbound, Southbound

YCVKEDGJO  
 Site Code: 018-11020  
 Date Start: 01-Feb-11  
 Date End: 01-Feb-11

Start Time	0	15	20	16	21	25	26	30	31	36	40	41	45	46	50	51	55	56	60	65	66	70	71	75	Total
02/01/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
09:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
12 PM	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
15:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	22	22	19	19	45	45	37	37	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	127
Total	22	22	19	19	45	45	37	37	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	127

Statistics  
 Mean Speed(Average) : 21 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 82  
 Percent in Pace : 64.6%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6258

Town of Yucca Valley  
 Lisbon Drive  
 B/ Palomar Avenue - Joshua Lane  
 24 Hour Directional Speed Survey  
 Eastbound

YCVLIPAJD  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	0	15	16	20	21	26	31	36	41	46	51	56	61	66	71	Total
02/03/11	0	15	16	20	21	26	31	36	41	46	51	56	61	66	71	Total
01:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
07:00	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	4
08:00	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	3
09:00	1	0	0	1	1	2	0	0	1	0	0	0	0	0	0	5
10:00	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	3
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
13:00	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	5
14:00	1	0	2	0	0	0	1	0	0	0	0	0	0	0	0	1
15:00	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	6
16:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
17:00	0	0	0	0	3	1	1	0	0	0	0	0	0	0	0	5
18:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
19:00	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	3
20:00	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2
21:00	0	0	0	0	1	1	0	1	0	0	0	0	0	0	0	3
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	2	3	3	12	13	15	5	3	1	0	0	0	0	0	54
Total	2	2	3	3	12	13	15	5	3	1	0	0	0	0	0	54

15th Percentile : 22 MPH  
 50th Percentile : 29 MPH  
 85th Percentile : 36 MPH  
 95th Percentile : 41 MPH

Statistics  
 Mean Speed(Average) : 29 MPH  
 10 MPH Pace Speed : 24-33 MPH  
 Number in Pace : 28  
 Percent in Pace : 51.9%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Lisbon Drive  
 8/ Palomar Avenue - Joshua Lane  
 24 Hour Directional Speed Survey  
 Westbound

YCVLIPAJ0  
 Site Code: 018-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	Total
02/03/11	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	2	1	1	6	6	15	15	20	20	7	7	2	2	0	0	0	0	0	0	0	0	0	0	0	0	53

15th Percentile : 25 MPH  
 50th Percentile : 31 MPH  
 85th Percentile : 36 MPH  
 95th Percentile : 39 MPH

Mean Speed(Average) : 30 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 35  
 Percent in Pace : 66.0%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

Counts Unlimited, Inc  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Lisbon Drive  
 B/ Palomar Avenue - Joshua Lane  
 24 Hour Directional Speed Survey  
 Eastbound, Westbound

YCVLJPAJO  
 Site Code: 01B-11020  
 Date Start: 03-Feb-11  
 Date End: 03-Feb-11

Start Time	0	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	65	66	70	71	Total
02/03/11	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
06:00	0	0	0	0	3	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	8
07:00	0	0	1	1	0	0	3	1	3	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	4
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
09:00	2	0	0	0	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
10:00	0	0	0	0	2	2	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
11:00	0	0	0	0	0	0	3	3	1	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	6
12:PM	0	0	0	0	0	0	2	1	5	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	10
13:00	0	0	0	0	0	0	1	1	4	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	7
14:00	2	2	2	0	1	1	1	1	3	3	2	2	1	1	0	0	0	0	0	0	0	0	0	0	12
15:00	0	0	0	0	0	0	2	2	3	3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	7
16:00	0	0	0	0	3	3	1	1	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	7
17:00	0	0	0	0	2	2	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
18:00	0	0	0	0	1	1	2	2	1	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0	6
19:00	0	0	0	0	1	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
20:00	0	0	0	0	1	1	1	1	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	5
21:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	4	4	4	4	18	18	28	28	35	35	12	12	5	5	1	1	0	0	0	0	0	0	0	0	107
Total	4	4	4	4	18	18	28	28	35	35	12	12	5	5	1	1	0	0	0	0	0	0	0	0	107

Statistics  
 Mean Speed(Average): 30 MPH  
 10 MPH Pace Speed: 26-35 MPH  
 Number In Pace: 63  
 Percent In Pace: 58.9%  
 Number of Vehicles > 65 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.0%

Town of Yucca Valley  
Radar Speed Survey

Location: Warren Vista Avenue  
 Between: Joshua Lane - Northern Terminus  
 Weather: Sunny  
 Date: 2/3/11  
 Time From: 11:45  
 Time To: 16:00  
 Existing Speed Limit: 35 M.P.H.

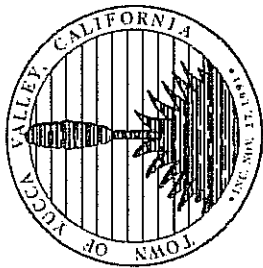
% Over Pace: 12%  
 % In Pace: 74%  
 % Under Pace: 14%  
 Average Speed: 32 M.P.H.  
 Pace Speed: 28 - 37 M.P.H.  
 85th Percentile / Critical Speed: 36 M.P.H.

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92878  
 T 951-258-6268 F 951-268-6237

Speed	Vehicles Surveyed		Tot. Veh.
	Northbound	Southbound	
85			0
84			0
83			0
82			0
81			0
80			0
79			0
78			0
77			0
76			0
75			0
74			0
73			0
72			0
71			0
70			0
69			0
68			0
67			0
66			0
65			0
64			0
63			0
62			0
61			0
60			0
59			0
58			0
57			0
56			0
55			0
54			0
53			0
52			0
51			0
50			0
49			0
48			0
47			0
46			0
45			0
44			0
43			0
42			0
41			0
40			0
39			0
38			0
37			0
36			0
35			0
34			0
33			0
32			0
31			0
30			0
29			0
28			0
27			0
26			0
25			0
24			0
23			0
22			0
21			0
20			0
19			0
18			0
17			0
16			0
15			0
GRAND TOTALS			100

Town of Yucca Valley  
Radar Speed Survey

Speed (MPH) SPD		Vehicle Direction		Totals	
		Northbound	Southbound	VAL	TOT
63	0			0	0
64	0			0	0
65	0			0	0
66	0			0	0
67	0			0	0
68	0			0	0
69	0			0	0
70	0			0	0
71	0			0	0
72	0			0	0
73	0			0	0
74	0			0	0
75	0			0	0
76	0			0	0
77	0			0	0
78	0			0	0
79	0			0	0
80	0			0	0
81	0			0	0
82	0			0	0
83	0			0	0
84	0			0	0
85	0			0	0
86	0			0	0
87	0			0	0
88	0			0	0
89	0			0	0
90	0			0	0
91	0			0	0
92	0			0	0
93	0			0	0
94	0			0	0
95	0			0	0
96	0			0	0
97	0			0	0
98	0			0	0
99	0			0	0
100	0			0	0
101	0			0	0
102	0			0	0
103	0			0	0
104	0			0	0
105	0			0	0
106	0			0	0
107	0			0	0
108	0			0	0
109	0			0	0
110	0			0	0
111	0			0	0
112	0			0	0
113	0			0	0
114	0			0	0
115	0			0	0
116	0			0	0
117	0			0	0
118	0			0	0
119	0			0	0
120	0			0	0
121	0			0	0
122	0			0	0
123	0			0	0
124	0			0	0
125	0			0	0
126	0			0	0
127	0			0	0
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366	0			0	0
367	0			0	0
368	0			0	0
369	0			0	0
370	0			0	0
371	0			0	0
372	0			0	0
373	0			0	0
374	0			0	0
375	0			0	0
376	0	</			



OFFICIAL STREET MAP

Town of

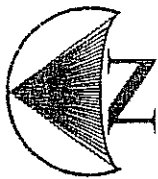
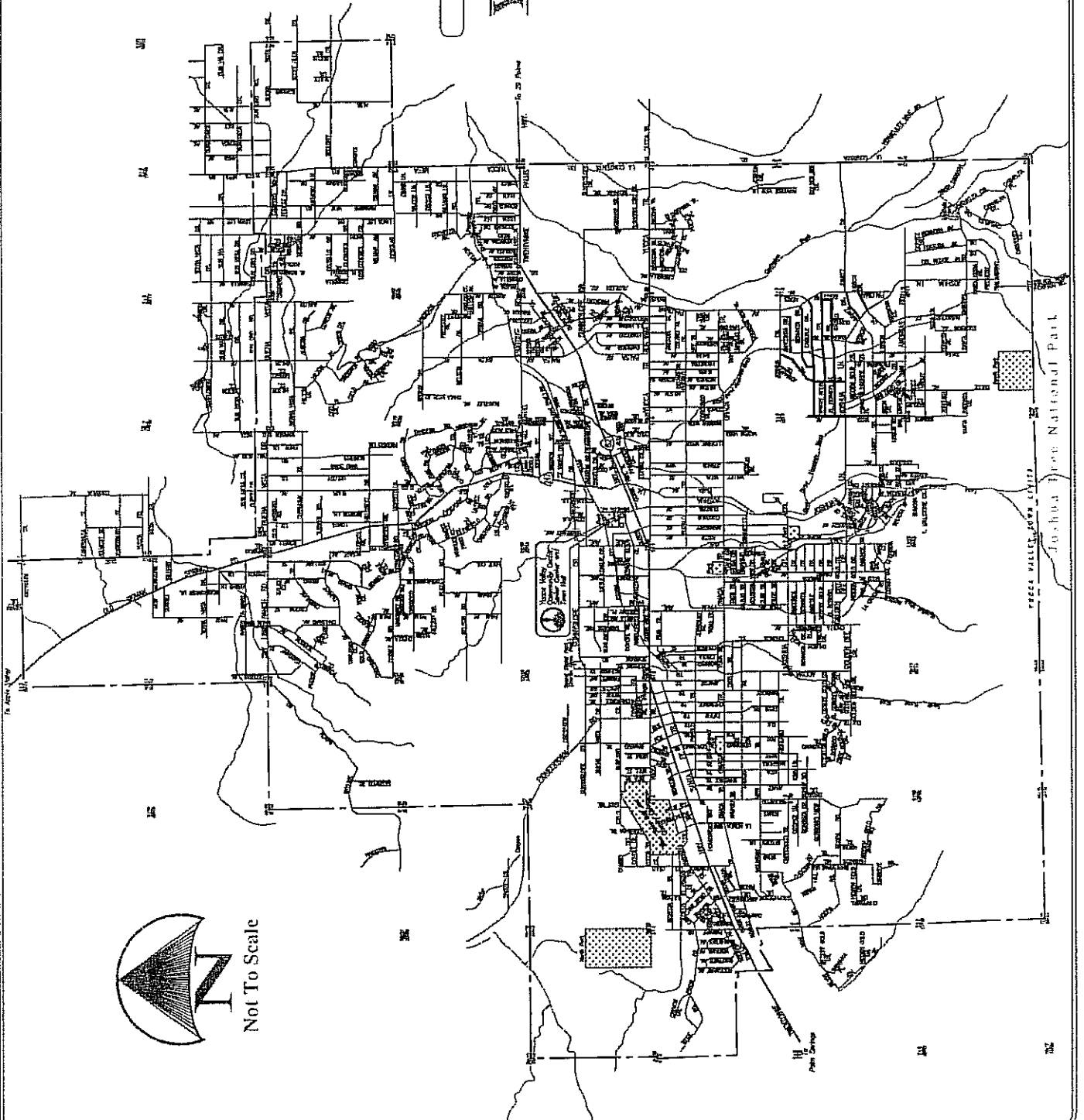
# YUCCA VALLEY

Greatest March 18, 2011

Population: 25,300

Altitude: 3,527 ft.  
Latitude: 33° 57' 00" N.  
Longitude: 116° 29' 00" W.  
at Phoenix, AZ

Legend  
——— Yucca Valley Location



Not To Scale



## TRAFFIC SAFETY POLICY #16

### GUIDELINES FOR TRAFFIC SPEED SURVEYS AND VOLUME COUNTS

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1. Week long traffic volume counts at the master station will be completed once yearly, generally during the month of November.
2. Twenty-four hour counts will be completed at each of the other 59 stations once yearly, generally during the month of November.
3. The exact location and time for traffic volume counts and traffic speed surveys will be determined by the Town Traffic Engineer. Counts and surveys shall generally be completed so as to obtain a true representation of normal traffic conditions. Whenever possible, counts and surveys shall not be completed when unusual conditions, such as road construction or inclement weather, are present, which may affect the survey data.
4. In general, traffic speed surveys shall be limited to roads designated as non-local, as defined by the Vehicle Code, and shall be completed at least once every seven years, per Section 40802(2)(B)(I) of the California Vehicle Code. If the Town's Traffic Engineer or other town designated registered engineer evaluates a road and determines that no significant changes in the roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, then the traffic speed survey may be delayed an additional three years, if approved by the Traffic Commission.
5. In general, traffic volume counts at locations other than the master and various other 59 stations shall be completed only upon request and only following a determination from the Town Traffic Engineer that the study is necessary and is likely to yield the anticipated volumes for which it was requested (ie, for a four-way stop warrant). Whenever possible, this determination will be based on a comparison to nearby station counts. In general, additional volume counts at the same location shall not be completed more frequently than once every year.
6. In addition to the time frames described above, additional speed surveys and volume counts, as deemed appropriate by the Town Traffic Engineer, may be completed following noticeable changes in traffic speeds and volumes which may result from items such as completion of new road construction, street resurfacing, land development projects, or from an unusual increase in accidents.
7. Intersections which are counted for stop warrants and which meet or exceed 75 percent of the required warrants (but still fail) shall be recounted in intervals not less than six months or more than twelve months. Recounting shall continue until

such time as the warrants are met or until such time, as determined by the Town Traffic Engineer, that the volumes collected become consistent.

8. Surveys for establishment of 25 mph prima facie residential speed zones shall initially be completed on a Town-wide basis as part of the Neighborhood Sign Program. Thereafter, additional surveys shall be completed only upon request and upon a determination that sufficient housing development has occurred to warrant the study.
9. Traffic speed surveys and volume counts shall be limited to public, Town-maintained roadways, unless otherwise approved by the Traffic Advisory Committee, and the Town Council.
10. Staff shall develop and maintain a work program to identify and list all non-local roads which require radar speed surveys and to log and track collected data and next required survey date.

Approved by TAC 08/22/94

Approved by TC 09/01/94

Date amended by TAC 4/24/01 by TC 11/15/01

G:\RESTORE\F\COMMON\COMMON\ENG\TRAFFIC SAFETY POLICIES\TRAFFIC SAFETY POLICY #16.doc

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» [Section 40802](#)

## Speed Traps

40802. (a) A "speed trap" is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.

(b) (1) For purposes of this section, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the federal Highway Administration, except that when these maps have not been submitted, or when the street or road is not shown on the maps, a "local street or road" means a street or road that primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign.

(c) (1) When all of the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:

(A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.

(B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.

(C) (i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The

prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).

(ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22356, or 22406.

(D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.

(2) A "speed trap" is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(B) (i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I) Except as specified in subclause (II), seven years.

(II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

(ii) This subparagraph does not apply to a local street, road, or school zone.

Added Sec. 2, Ch. 315, Stats. 1995. Effective January 1, 1996. Operative January 1, 1999.

Amended Sec. 2, Ch. 104, Stats. 1996. Effective January 1, 1997.

Amended Sec. 1, Ch. 1037, Stats. 1998. Effective January 1, 1999.

Amended Sec. 18, Ch. 1008, Stats. 1999. Effective January 1, 2000.

Amended Sec. 3, Ch. 521, Stats. 2000. Effective January 1, 2001.

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