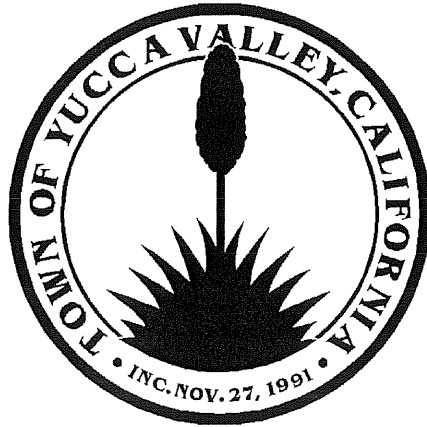


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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, MAY 15, 2012
CLOSED SESSIONS
YUCCA VALLEY TOWN HALL CONFERENCE ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

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

* * * *

**TOWN COUNCIL
Dawn Rowe, Mayor
Isaac Hagerman, Mayor Pro Tem
Merl Abel, Council Member
George Huntington, Council Member
Robert Lombardo, Council Member**

* * * *

**TOWN ADMINISTRATIVE OFFICE:
760-369-7207
www.yucca-valley.org**

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, MAY 15, 2012
TOWN COUNCIL 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.

An agenda packet for the meeting is available for public view in the Town Hall lobby and on the Town's website, www.yucca-valley.org, prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.

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 Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe.

PLEDGE OF ALLEGIANCE

INVOCATION

Led by Pastor Jerel Hagerman, Joshua Springs Calvary Chapel

AGENCY REPORTS

Chamber of Commerce

1. Monthly Report for April, 2012

Hi Desert Water District

2. Water & Wastewater Project Updates.

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____

CONSENT AGENDA

- 1-5 3. Regular Town Council Meeting Minutes of May 1, 2012.

Recommendation: Approve minutes as presented.

4. 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.

- 6-8 5. Monthly Statistical Fire Department Report

Recommendation: Receive and file the monthly statistical Fire Department Report for April, 2012

- 9-15 6. Household Hazardous Waste Collection Program Contract

Recommendation: Authorize the Mayor, Town Manager and Town Attorney to execute a five-year contract between the Town and San Bernardino County Consolidated Fire District for Household Hazardous Waste Collection services at a cost of approximately \$27,680 annually.

- 16-20 7. Agreement with San Bernardino County for Animal Shelter Services

Recommendation: Approve the Contract between the County of San Bernardino and the Town of Yucca Valley for providing animal shelter services for FY 2012-13

- 21-23 8. Treasurer's Report for Quarter Ending December 21-2011
Treasurer's Report for Quarter Ending March 31, 2012

Recommendation: Receive and File the Treasurer's Report for the

second and third Quarter of FY 2011-12

- 24-29 9. Contract Amendment No. 3 – Willdan Engineering, TCRP Project – Town Project No. 8327, Transportation Congestion Relief program, Agreement Amendment for Compensation, Additional Tasks and Services

Recommendation: Approve Amendment No. 3 to the Agreement for Professional Consulting Services with Willdan Engineering, to provide additional required tasks and services specifically described in Consultant’s Proposal dated April 16, 2012, increasing total compensation under the Agreement for Professional Consulting Services by \$5,930, bringing the total compensation under the Agreement to \$467,826; and authorizing the Town Manager to sign all documents necessary to implement the Agreement

- 30-36 10. Warrant Register, May 1, 2012

Recommendation: Ratify the Warrant Register total of \$468,273.06 for checks dated May 3, 2012. Ratify Payroll Registers total of \$150,098.41 for checks dated April 27, 2012.

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 3-10)(roll call vote)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

- 37-39 11. Animal Shelter JPA Update

Staff Report

Recommendation:

- Delegate approval of the plans and specifications for replacement animal shelter to the Animal Care Joint Powers Authority (“Authority”), and authorize the Town Clerk to advertise and

receive bids for construction once approved by the Authority; and

- **Direct staff to bring forward a complete funding package, including:**
 - **Allocating available Town General Facilities development impact fees to the construction of the replacement animal shelter;**
 - **Approval of a budget amendment to reflect the Town's contributions outside of the previously authorized JPA contribution;**
 - **Identifying the framework for the loan and repayment to the County for the funding to construct the replacement animal shelter;**
 - **The necessary amendments to the JPA agreement reflecting the change in construction and reimbursement terms.**

Action: Move _____ 2nd _____ Vote _____.

POLICY DISCUSSION

12. Budget update

Verbal Staff Report

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.

STAFF REPORTS AND COMMENTS

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

13. Council Member Huntington
14. Council Member Lombardo

15. Council Member Abel
16. Mayor Pro Tem Hagerman
17. Mayor Rowe

ANNOUNCEMENTS

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

Next Town Council Meeting, Tuesday, June 5, 2012, 6:00 p.m.

CLOSING ANNOUNCEMENTS

ADJOURNMENT

TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
May 1, 2012

OPENING CEREMONIES

Mayor Rowe called the meeting to order at 6:00 p.m.

Council Members Present: Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe.

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 Council Member Abel

INVOCATION

Led by Chaplain Mike Kelliher, Joshua Springs Calvary Chapel

APPROVAL OF AGENDA

Council Member Huntington moved to approve the agenda. Council Member Lombardo seconded. Motion carried 5-0.

CONSENT AGENDA

1. **Approve**, Regular Town Council Meeting Minutes of April 17, 2012, as presented.
2. **Waive**, further reading of all ordinances and read by title only.
3. **Approve**, the National Day of Prayer Proclamation for presentation by the Mayor at the Day of Prayer ceremonies on Thursday, May 3, 2012.
4. **Adopt**, Resolution No. 12-11, directing the preparation of an assessment engineer's report describing any new improvements or any substantial changes in the existing improvements in the existing assessment districts; preliminarily approving the engineering reports for the existing assessment districts and directing the filing of such reports with the Town Clerk; and setting the date for conducting a public hearing at 6:00 p.m. on Tuesday, June 19, 2012, in the Yucca Valley Community Center, 57090 29 Palms Highway, Yucca Valley, CA 92284, pursuant to California Streets and Highways Code Sections 22552 and 22553 and Government Code Section 53753.5, to consider the levy of annual assessments upon real property

A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CAUSING AN ENGINEER’S REPORT TO BE PREPARED FOR ASSESSMENTS TO BE LEVIED WITHIN EXISTING ASSESSMENT DISTRICTS DURING THE 2012-2013 TAX YEAR AND PRELIMINARILY APPROVING THE ASSESSMENT ENGINEERING REPORTS AND SETTING A PUBLIC HEARING DATE TO CONSIDER THE LEVY OF ASSESSMENTS WITHIN THE EXISTING ASSESSMENT DISTRICTS FOR THE 2012-2013 TAX YEAR

- 5. **Adopt**, Resolution No. 12-12, adopting the amendments to the Town of Yucca Valley Employee Handbook with Personnel Rules, Policies and Procedures

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE AMENDMENTS TO THE EMPLOYEE HANDBOOK WITH PERSONNEL RULES, POLICIES AND PROCEDURES

- 6. **Ratify**, the Warrant Register total of \$864,373.77 for checks dated April 5, 2012 through April 19, 2012. Ratify Payroll Registers total of \$270,666.73 for checks dated March 30, 2012 through April 13, 2012.

Council Member Hagerman moved to adopt Consent Agenda Items 1-6. Council Member Lombardo seconded. Motion carried 5-0.

- AYES:** Council Member Abel, Hagerman, Huntington, Lombardo, and Mayor Rowe
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

FUTURE AGENDA ITEMS

None

PUBLIC COMMENT

None

STAFF REPORTS AND COMMENTS

Deputy Town Manager Stueckle reported regarding the ongoing General Plan Outreach efforts using extensive tools inviting the community to participate in the process. There are 2 more community workshops this week, on Friday, May 4th between 3:00 p.m. and 5:30 p.m. focusing on the east side focus area, and Saturday May 5, between 10:00 a.m. and 2:00 p.m.

focusing on the midtown area. Today the Mayor recorded a voice over inviting individuals to the workshop via the “One Call” program. The Planning Commission will also be holding a workshop on Tuesday May 8th at 6:00 p.m., and staff is working to make that a combined Planning Commission Parks Recreation and Cultural Commission workshop, and the Planning Commissioners have been challenged to bring at least 15 participants each to the meeting.

Town Manager Nuaimi commended Lynne Richardson and the Museum staff for hosting a FAM Tour reception for 14 travel writers from all over the world. The event was very well received by them and the Town received considerable radio time from K-NEWS in the Coachella Valley and good comments from the Announcer who said we “hit it out of the park” with our event.

Town Manager Nuaimi advised this is probably the last light agenda for quite a while, as we work through a variety of issues through the summer.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

7. Council Member Huntington

Commended staff for the great job they did hosting the foreign travel writers.

Reported regarding attendance at the Earth Day event noting it was well attended and had plenty of activities for everyone.

Reported regarding attendance at the dedication ceremony for the Bob Burke County Building housing the Sheriff’s Department, Probation, Land Use Department, Supervisor and the Assessor’s Office.

Advised there will be a forum for the Supervisor Candidates on Friday, May 4th at the Bell Center at 5:15 p.m.

8. Council Member Lombardo

Reported regarding attendance at Earth Day events.

Reported regarding attendance at the “Titanic” dinner at Copper Mountain College, noting it was well attended. It is nice to have a Community College in our area.

9. Council Member Abel

Reported regarding attendance at the Mojave Desert AQMD Board Meeting where they received an overview of all the programs offered. They plan a bus tour of all their facilities next month that he will be attending. If you have old lawn mower you need to

turn in he has the information.

Reported regarding attendance at the MBTA Board Meeting where they had their annual review of the General Manager and took their first look at the annual budget.

Invited everyone to join the 22nd Annual Grubstakes run on Sunday May 27th

Advised caution to drivers as people are out enjoying weather and getting exercise.

10. Mayor Pro Tem Hagerman

Commented it was a privilege to attend the Earth Day event and provide the opening remarks. Staff did a great job, there were lots of vendors and it was very well attended.

Requested that the Baker family be kept in everyone's thoughts and prayers. He congratulated the Sheriff's Office for catching the hit and run driver so fast. Capt. Miller gave an update on Jacob Baker's condition after being hit while riding his scooter.

11. Mayor Rowe

Invited the community to attend National Day of Prayer on Thursday, May 3rd at Remembrance Park.

Track meet at High School.

Commended the Sheriff's Department and Sgt. Porter regarding the DUI Check point held last Friday.

Commented the FAM tour reception at the Museum was fantastic, and congratulated staff for putting it together.

Town Manager Nuaimi advised the Chamber has done a fantastic job promoting the region and bringing in those FAM Tours. He noted that next week they will be hosting the Mayor and City Manager from Palm Springs for a tour.

ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, May 15, 2012, 6:00 p.m.

CLOSED SESSION

Town Manager Nuaimi advised there is no need for a closed session at this time.

12. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Subsection (a) of Section 54956.9(a), Town of Yucca Valley vs. Bond Blacktop
Inc. CIVMS 1100141.

CLOSING ANNOUNCEMENTS

Town Manager Nuaimi advised there will be a ground breaking ceremony on Tuesday, May 15th for the Southside Neighborhood Park at 4:30 p.m.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:17 p.m.

Respectfully submitted,

Jamie Anderson, MMC
Town Clerk



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

April 2012 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 442 requests for assistance within our town boundaries. Division wide responses for the South Desert during the Month of April were 723 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	14,600	Value	\$	175,100
------------	----	--------	-------	----	---------

RESPONSES OTHER THAN FIRES

Fires	18
• 2 Structure Fires	
• 3 Cooking related	
• 1 Vehicle	
• 5 Vegetation Fires	
• 3 Rubbish Fires	
• 1 Burning Outside	
Rupture / Explosion	0
EMS / Rescue	342
Hazardous Condition	0
Service Calls	29
Good Intent Calls	29
False Call	9
Other	0

ALARMS – ALL TYPES

Yucca Valley Response Area

2012 Year-to-Date

TOTAL NON-FIRE RESPONSE.....	1,559
TOTAL FIRE RESPONSES.....	52
TOTAL ALARMS	1,601

Significant Events:

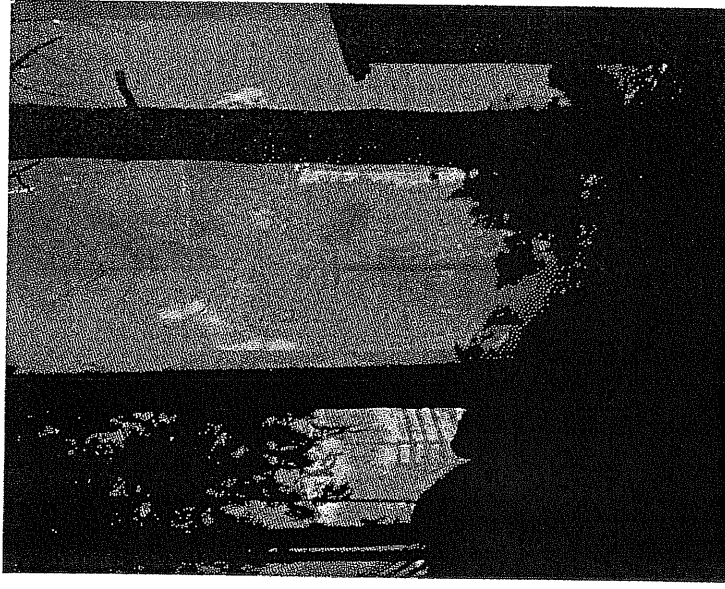
- This Month is Wildland Fire Preparedness (see brochure). We urge all citizens to review the “Ready, Set, Go Program” in preparation.
- Go to http://www.sbfire.org/fire_marshall/public_education.aspx#calendar for downloads.

Protect your home from wildfire

Prevention:

- Roofs and exteriors of structures should be constructed of non-combustible or fire resistant materials such as fire resistant roofing materials: tile, slate, sheet iron, aluminum, brick, or stone.
- Clean roof surfaces, gutters, and property of pine needles, leaves, branches, etc, monthly to avoid accumulation of flammable materials, especially important during fire season!
- Wood siding, exterior wood paneling, and other highly combustible materials should be treated with fire retardant chemicals.
- Create fire-safe zones with stone walls, patios, swimming pools, decks and roadways.
- Remove branches and limbs within 10 feet of the flue opening of any stove or chimney.
- Check your local nursery or county extension service for advice on fire resistant plants that are suited for your environment.
- Use rock, mulch, flower beds or gardens as ground cover for bare spaces and as effective firebreaks.
- There are no "fire-proof" plants. Select high moisture plants that grow close to the ground and have a low sap or resin content, such as rockrose, ice plant and aloe.
- Fire-resistant shrubs include hedging roses, bush honeysuckles, currant, cotoneaster, sumac and shrub apples.
- Use hardwood plants such as maple, poplar and cherry trees. They are less flammable than pine, firs, and other conifers.
- **Maintain Your Home and Surrounding Property**
- Maintain a well-pruned and watered landscape to serve as a green belt and protection against fire.
- Keep plants green during the dry season and use supplemental irrigation, if necessary.
- Keep flammable materials, liquids and solvents in metal containers outside the home at least 30ft away from structures and wooden fences.

WILDFIRE



While the wild land areas can be a wonderfully tranquil place to live, dangerous wildfires threaten Southern California lives and property each year. Dry, hot winds are capable of pushing wildfire incredibly fast into neighborhoods far from the edge of native vegetation. When dry native brush explodes, a single wind driven spark can ignite one roof, sending sparks to other roofs. Reduce the risk to your family and property-take steps now to protect your home!

No matter where you live, always install smoke alarms on every level of your home. Test them monthly and change the batteries at least once a year.

Remember every home should have at least two ways out!

San Bernardino County Fire Department
620 South "E" Street
San Bernardino, CA 92415-0179
(909) 386-8472
www.sbcfire.org



San Bernardino County
Fire Department
Community Safety Division



Access and Visibility

- Make sure the roadway approaching your home is wide enough to accommodate an evacuating car and entering fire truck at the same time (minimum of 26 feet wide and 14 foot vertical clearance.) Trim overhanging branches to allow enough overhang clearance for large emergency vehicles.
- Streets and roads must be marked with clearly visible streets signs. Missing or difficult to read signs can delay emergency response.

Your address should be easily seen from the street. If necessary, post it at the driveway entrance as well as on your home. The numbers should be at least four inches tall on a contrasting background. Periodically check to make certain that new plant growth has not covered any part of your address.



Fire-Safe Landscaping Can

Save Your Home

Fire-safe landscaping is an effective tool that creates an area of defensible space between your home and flammable vegetation that protects against devastating fires. The United States Fire Administration (USFA) encourages you to keep fire safety at the forefront by learning how to landscape and maintain your property to minimize possible fire damage. Fire safety is your personal responsibility.

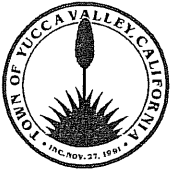
Brush Clearance

Reduce flammable vegetation like dry brush, grass, and dead leaves a minimum of 30 feet around the perimeter of your home. If your home is located on steep terrain, or surrounded by dense vegetation, provide even more clearance up to 100 feet. Call your local fire department for exact brush clearance rules in your area.

- Remove trees and bushes planted against your home, they can ignite and spread flames to the home.
- Cut dead limbs overhanging any buildings and remove limbs within 10 feet of the chimney opening.
- Stack fire wood neatly away from structures and keep covered.
- Plant and maintain trees at least 10 feet apart, not in close groups and keep ornamental plants in a green, healthy condition.
- Check with your local nursery and purchase fire-resistant plants. Landscaping with the right materials can provide an attractive, fire-resistant barrier.

Plan for Evacuation

- Plan your escape in detail. Decide in advance what and when you will "pack up and get out" if your home is in the path of wildfire. Be prepared to leave as soon as you are told by officials or as soon as you feel threatened by an approaching fire.
- Make sure each vehicle has plenty of gas, keys are easily available, and is parked facing the exit road(s).
- Make a list of important items to take with you, including valuables, family photographs, videos, and important documents like insurance papers, birth certificates, and other legal papers.
- Fire can move rapidly. Be sure to leave while it is still safe, resist the temptation to stay behind to save your home with a garden hose. You may be endangering the lives of emergency personnel, as well as your own. No home or anything in it is more valuable than a human life.
- Have prescription medication, eyeglasses, and other health needs prepared.
- Plan for family members to reunite if separated.
- If you have family pets or livestock, include them in your plans and have a supply of water, as well as leashes, carriers and trailers. Have shot records and other documents in case boarding is required.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: May 7, 2012
For Council Meeting: May 15, 2012
Subject: Household Hazardous Waste Collection Program Contract

Prior Council Review: Council reviewed and approved an extension of the existing Household Hazardous Waste Collection contract between the Town of Yucca Valley and San Bernardino County Fire Protection District on May 24, 2007.

Recommendation: Authorize the Mayor, Town Manager and Town Attorney to execute a five-year contract between the Town and San Bernardino County Consolidated Fire District for Household Hazardous Waste Collection services at a cost of approximately \$27,680 annually.

Order of Procedure:

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

Discussion: The Town of Yucca Valley adopted in its General Plan a Household Hazardous Waste Element (HHWE) that provides for the collection of household hazardous waste. The Town is mandated to provide a program for the safe collection, recycling, treatment, and final disposition of hazardous wastes generated by households within the Town. The Town currently contracts with San Bernardino County Fire Protection District for this service, and the current contract will terminate June 30, 2012.

Reviewed By:
Town Manager Town Attorney Admin Services Dept Head

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

There are two components of the proposed contract extension to highlight:

1. Addition or continuation of certain items to the Household Hazardous Waste (HHW) covered waste stream.

New items to be identified in the contract include the collection and disposal of pharmaceutical waste, excluding controlled substances.

2. No contract cost increase.

The proposed contract cost remains the same at \$27,680. This is the same annual cost since 2007, when the County proposed a significant cost increase related to multiple program changes.

The proposed terms of the contract will be as follows:

Term of Contract:	<i>July 1, 2012 – June 30, 2017</i>
Compensation:	<i>\$27,680 annually</i>
Facility Provided:	<i>Joshua Tree Collection Facility</i>
Other Terms :	Parties, Consideration, Responsibilities, Term, Indemnification, and General Terms and Conditions.

Alternatives: No alternative is recommended.

Fiscal impact: The FY 2011-12 Adopted Budget provides \$28,000 in the Recycling and Solid Waste Division line item 001-05-09-7110 Professional Services for related professional services. This same amount will be included in the proposed FY 2012-13 Budget for Council consideration in June.

Attachments: Proposed Contract



FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			SC	A	
<input type="checkbox"/> Cancel					
ePro Vendor Number			ePro Contract Number		
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT			Dept.	Orgn.	Contractor's License No.
Contract Representative			Telephone		Total Contract Amount
Ionie Wallace			(909)382-5401		\$27,680 per year
Contract Type					
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		7/1/12	6/30/17	\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
FHH	107	160		8842	
					Amount
					\$ 27,680
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	Amount	I/D
			12/13	\$27,680	
			13/14	\$27,680	
			14/15	\$27,680	

**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **DISTRICT**, and

Name
Town of Yucca Valley
Address
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
Telephone
(760) 369 - 7207

hereinafter called Town

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "District" and the Town of Yucca Valley hereinafter referred to as the "Town".

RECITALS:

WHEREAS, the California Public Resources Code (Section 47000 *et seq.*) requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the Town or county and

Auditor-Controller/Treasurer/Tax Collector Use Only

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

which should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the District is consistent with the adopted HHWE; and,

WHEREAS, the District's Division of Hazardous Materials, is a division of District responsible for the safe management of hazardous waste; and,

WHEREAS, the Town desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire, the prevention of potential environmental degradation and the conservation of resources through recycling.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:
RESPONSIBILITIES AND DUTIES OF THE TOWN**

1. The Town shall publicize to its residents the need to properly reduce, recycle, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of nearby Collection Facilities for safe management of household hazardous waste, in the manner and form recommended by District.

RESPONSIBILITIES AND DUTIES OF THE DISTRICT

2. The District will continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste and pharmaceutical waste excluding controlled substances. The District program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.
3. District shall provide an annual report to the Town, which shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.
4. District shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the Town's Annual Form 303 Report. District shall also compile and submit the annual NPDES reports to the County Storm Water Programs.

CONSIDERATION

5. In consideration for the services provided, Town shall pay the District an amount of \$6,920 each quarter, fiscal year 2012/2013 through fiscal year 2016/2017, (payment due on: July 15, October 15, January 15, and April 15).

TERM AND TERMINATION

6. This Agreement shall be effective July 1, 2012 and shall remain in effect through June 30, 2017, but may be renewed for specified periods, unless, otherwise terminated or amended.
7. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 90 days prior written notice to the other party.

INSURANCE AND INDEMNIFICATION

8. Town and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
9. District agrees to indemnify, defend (with counsel reasonably approved by Town) and hold harmless Town, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by Town on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The District's indemnification obligation applies to Town's "active" as well as "passive" negligence but does not apply to Town's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

Town agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless District, its officers, employees, agents and volunteers, from claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by Town on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Town's indemnification obligation applies to District's "active" as well as "passive" negligence but does not apply to District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event District and/or Town are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, District and/or Town, as applicable, shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, loss, or damage involving a third party, District and Town hereby waive any and all rights of subrogation recovery against each other.

Furthermore, if District or Town attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, District and Town agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

GENERAL TERMS AND CONDITIONS

10. Representation of the District. In the performance of the Agreement, Town, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District.
11. Change of Address. Town shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

12. Agreement Assignability. Without the prior written consent of the District, the agreement is not assignable by Town, either in whole or in part.
13. Agreement Amendments. Town agrees that any alterations, variations, modifications, waivers, or provisions of the Agreement shall be valid only when reduced to writing, duly signed, and attached to the original Agreement and approved by the required persons of both Town and District.
14. Correction of Performance Deficiencies. Failure by Town to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement.

In the event of a non-cured breach, District may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - A. Afford Town thereafter a time period within which to cure the breach, which period shall be established at sole discretion of District; and/or,
 - B. Terminate this Contract.
15. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under INDEMNIFICATION paragraphs.
16. Venue and Governing Law. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County. This contract shall be governed by the laws of the State of California.
17. Notification. In the event of a problem or potential problem that will impact the level of performance under this Agreement, the Town shall notify the District within one (1) working day, in writing and by telephone.
18. Former County and District Officials. Town agrees to provide or has already provided information on former San Bernardino County and District administrative officials (as defined below) who are employed by or represent Town. The information provided includes a list of former County and District administrative officials who terminated COUNTY or District employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Town. 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 or District department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.
19. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement District determines that Town has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the District is entitled to pursue any available legal remedies.
20. Waiver. No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof of any other power or right. No waiver by any party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized official of such party; and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.

21. Severability. If any provisions of this agreement, or portions thereof, or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this agreement and the application thereof to other circumstances shall nevertheless be valid.

22. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:

DISTRICT: **Ionie Wallace, Interim Deputy Fire Marshal**
Household Hazardous Waste Division
2824 East "W" Street
San Bernardino, CA 92415-0799

TOWN: **Curtis Yakimow, Director of Administrative Services**
Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

23. Entire Agreement.

- A. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be subscribed to by the Clerk thereof, and Town has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

San Bernardino County Fire Protection District

▶
Josie Gonzales, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
Deputy

Town of Yucca Valley

(Print or type name of corporation, company, contractor, etc.)

By _____
▶
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

▶
Counsel

Date _____

Reviewed by Contract Compliance

▶

Date _____

Presented to Board for Signature

▶

Date _____

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Melanie A. Crider, Animal Care & Control Manager
Date: May 10, 2012
For Council Meeting: May 15, 2012

Subject: Agreement with San Bernardino County for Animal Shelter Services

Prior Council Review: The Town Council has reviewed and approved annual agreements with the County of San Bernardino for animal shelter services since 2006, the most recent of which was the FY 2011-12 contract approved on June 21, 2011.




Recommendation: That the Town Council approves the Contract between the County of San Bernardino and the Town of Yucca Valley for providing animal shelter services for FY 2012-13.

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 and the County have entered into animal shelter service agreements since August 14th, 2006, and the proposed Contract before the Council at this time would continue this arrangement through June 30, 2013. The final draft contract and implementing documents are attached to this Staff Report. The County has expressed its interest in continuing to partner with the Town in animal shelter operations. The proposed Contract establishes Town and County responsibilities, as well as fiscal requirements for fiscal year 2012-13.

The Town Attorney, Administrative Services Department, and Animal Care and Control have reviewed the Contract, and the County has addressed all issues to a high level of satisfaction.

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

<input checked="" 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 checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Alternatives: Staff recommends no alternative action.

Fiscal Impact: The proposed Contract continues the 50/50 cost-sharing agreement for shelter services between the Town and County. The anticipated reimbursement revenue to be received in fiscal year 2012-13 is a not to exceed amount of \$337,757, including \$30,705 in contingency for unanticipated costs. The not to exceed total represents one-half of the entire proposed shelter budget for FY 2012-13.

Both the shelter budget and related contract reimbursement revenue from the County will be included in the Town's forthcoming proposed FY 2012-13 annual budget.

Attachments: Proposed Contract w/ budget



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	TOWNOFY145		PHL		08-1152 A-4			
<input type="checkbox"/> Cancel								
County Department			Dept.	Orgn.	Contractor's License No.			
Department of Public Health			PHL	PHL				
County Department Contract Representative			Telephone		Total Contract Amount			
Lisa Ordaz			(909) 388-0222		\$ 1,533,017			
Contract Type								
<input type="checkbox"/> Revenue	<input type="checkbox"/> Encumbered	<input checked="" type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				Costs based on volume of services				
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
96206		07/01/08	06/30/13	\$274,257	\$ 337,757			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAA	PHL	2600	200	2165		\$ 337,757		
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					
Animal Shelter Services			FY	Amount	I/D	FY	Amount	I/D
			12-13	\$337,757	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Public Health, hereinafter called the County, and

Name
Town of Yucca Valley hereinafter called Town

Address
57090 Twentynine Palms Highway

Yucca Valley, CA 92284

Telephone (760) 369 - 7207 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

It is hereby agreed to amend Contract No. 08-1152 between the County and Town as follows:

SECTION V. FISCAL PROVISIONS

Paragraph B is amended to read as follows:

B. The maximum amount of payment made under this Contract shall not exceed \$1,533,017 and shall be subject to the availability of funds to the County. The consideration to be paid to Town, as provided herein, shall be full payment for all Town's services and expenses incurred in the performance hereof, including travel and per diem. County shall not be responsible for any costs incurred by Town, associated with Town's provision of animal shelter services to County, which exceed the maximum amounts identified in

Auditor/Controller-Recorder Use Only

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

this paragraph. The maximum amount is a total dollar amount; it includes the original contract amount and all subsequent amendments, and is broken down as follows:

Original Contract	\$274,257	July 1, 2008 through June 30, 2009
Amendment No. 1	\$298,461	July 1, 2009 through June 30, 2010
Amendment No. 2	\$307,498	July 1, 2010 through June 30, 2011
Amendment No. 3	\$315,044	July 1, 2011 through June 30, 2012
Amendment No. 4	\$337,757	July 1, 2012 through June 30, 2013

SECTION VIII. TERM

Section VIII is amended to read as follows:

This Contract is effective as of July 1, 2008, and will expire June 30, 2013, but may be terminated earlier in accordance with provisions of Section IX of this Contract.

ATTACHMENT C

Attachment C – Town of Yucca Valley FY 2011-12 Estimated Budget will be replaced with FY 2012-13 Estimated Budget.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

By _____
 Josie Gonzales, Chair, Board of Supervisors

Dated _____

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 _____
 Deputy

Town of Yucca Valley

(Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name Dawn Rowe
 (Print or type name of person signing contract)

Title Mayor
 (Print or Type)

Dated _____

Address 57090 Twentynine Palms Highway
 Yucca Valley, CA 92284

Approved as to Legal Form

 Steven J. Singley, Deputy County Counsel
 Date _____

Reviewed by Contract Compliance

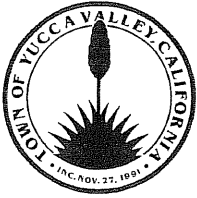
 Lory Klopfer, HS Contracts Unit
 Date _____

Presented to BOS for Signature

 Trudy Raymundo, Director
 Date _____

FY 2012-13 ESTIMATED BUDGET DRAFT

Cost Item	Total Shelter Expenses	Percent Charged to Contract	County Share per Contract
A. Salaries and Benefits			
1. Position Title - Animal Care & Control Manager			
FTE - 0.75			
Salary & Benefits	\$90,700	50%	\$45,350
2. Position Title - Administrative Assistant II			
FTE - 0.5			
Salary & Benefits	\$37,625	50%	\$18,813
3. Position Title - Animal Shelter Specialist			
FTE - 1.0			
Salary & Benefits	\$66,000	50%	\$33,000
4. Position Title - Animal Shelter Specialist			
FTE - 1.0			
Salary & Benefits	\$66,000	50%	\$33,000
5. Position Title - Kennel Tech			
FTE - 1.0			
Salary & Benefits	\$54,850	50%	\$27,425
6. Position Title - Kennel Tech (part-time)			
FTE - .5			
Salary - no benefits	\$18,000	50%	\$9,000
7. Position Title - Animal Control Officer II			
FTE - .5			
Salary & Benefits	\$41,900	50%	\$20,950
8. Position Title - Animal Control Officer II			
FTE - .25			
Salary & Benefits	\$17,350	50%	\$8,675
9. Position Title - Facilities Maintenance Supervisor			
FTE - .05			
Salary & Benefits	\$4,650	50%	\$2,325
10. Overtime - Shelter Staff			
Salary	\$7,500	50%	\$3,750
Subtotal A	\$404,575		\$202,288
B. Services and Supplies			
1. Office Supplies	\$1,800	50%	\$900
2. Operating Supplies	\$4,750	50%	\$2,375
3. Promotional Supplies	\$1,000		
4. Animal Food/Bedding	\$18,000	50%	\$9,000
5. Veterinary Supplies	\$22,000	50%	\$11,000
6. Clothing	\$2,200	50%	\$1,100
7. Custodial Supplies	\$4,000	50%	\$2,000
8. Reference Materials	\$500	50%	\$250
9. Tools & Equipment	\$2,000	50%	\$1,000
10. Professional Services	\$57,360	50%	\$28,680
11. Contract Legal Svcs	\$1,500	50%	\$750
12. Utilities	\$16,900	50%	\$8,450
13. Computer Maint.	\$2,500	50%	\$1,250
14. Maintenance - Equipment	\$1,000	50%	\$500
15. Printing	\$3,500	50%	\$1,750
16. Conferences/Travel	\$2,400	50%	\$1,200
17. Dues/Memberships	\$500	50%	\$250
18. Basic Phone	\$1,800	50%	\$900
19. Internet/DSL	\$3,900	50%	\$1,950
20. Vehicle Replacement	\$7,000	50%	\$3,500
Subtotal B	\$154,610	---	\$76,805
Subtotal A	\$404,575	---	\$202,288
Subtotal B	\$154,610	---	\$76,805
Administrative Overhead	\$55,919	50%	\$27,959
Program Cost Sub-Total	\$615,104	---	\$307,052
Unanticipated Costs (10%)	\$61,510	---	\$30,705
Total	\$676,614	---	\$337,757



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: May 10, 2012
For Council Meeting: May 15, 2012

Subject: Treasurer's Report for Quarter Ending December 31, 2011
Treasurer's Report for Quarter Ending March 31, 2012

Recommendation: Receive and File the Treasurer's Report for the second and third Quarter of FY2011-12.

Order of Procedure:

- Staff Report
- Public Comment
- Questions of Staff
- Council Discussion
- Motion/Second
- Discussion on Motion
- Roll Call Vote (Consent)

Discussion: The investment policy and Town Code of the Town of Yucca Valley requires that quarterly Treasurer's reports be filed with the Town Council. Effective January 1, 2010, State law no longer requires nor provides for submission of any such quarterly investment report to the California Debt and Investment Advisory Commission (CDIAC). The attached Treasurer's Reports are for the 2nd and 3rd Quarter of FY 2011-12.

Attachments: Treasurer's report, 2nd Quarter FY2011-12
Treasurer's report, 3rd Quarter FY2011-12

Reviewed: Town Manager Town Attorney Admin Svcs

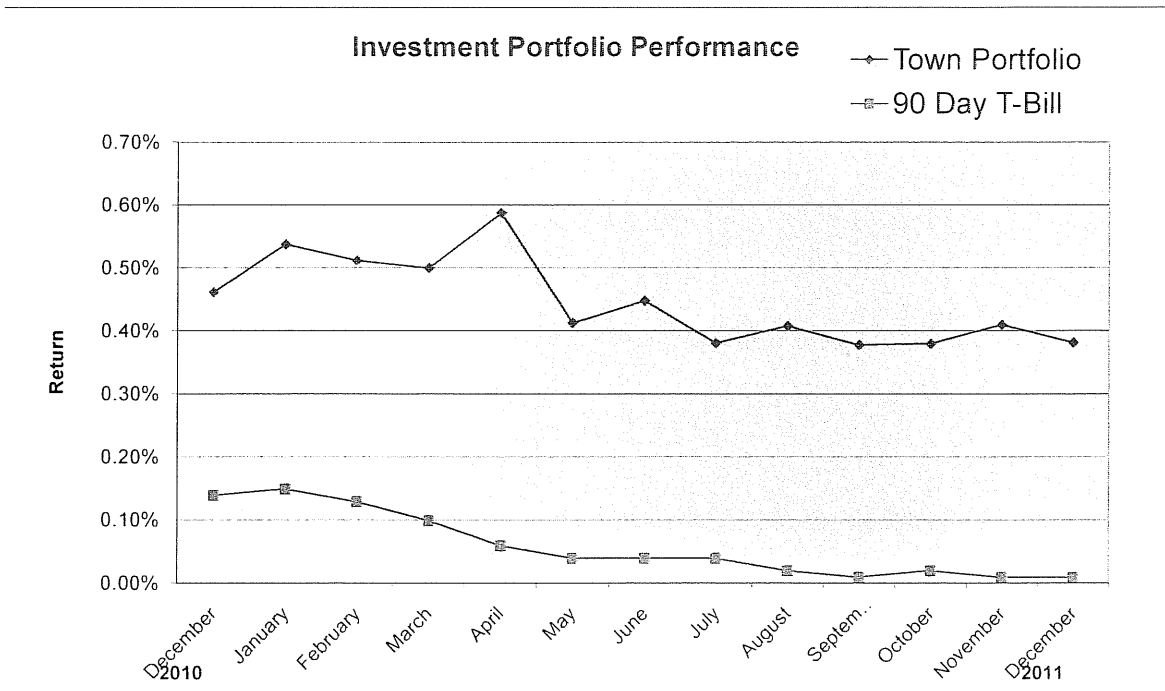
Department Report Request of other Agency Ordinance Receive and File
 Consent Presentation Resolution Public Hearing

Town of Yucca Valley
Treasurer's Report
As of December 31, 2011

Institution/Investment	Market Value	Percent of Portfolio	Yield	Maturity Date
US Trust Bank - Checking Acct	\$ 174,789	0.86%	0.00%	Liquid
US Trust Bank - Money Market	748,651	3.66%	0.20%	Liquid
Local Agency Investment Fund (LAIF)	19,502,402	95.46%	0.38%	Liquid
Petty Cash	3,600	0.02%	0.00%	Liquid
Total Cash & Investments	<u>\$ 20,429,442</u>	<u>100.00%</u>	<u>0.370%</u>	Fully Liquid

I certify that to the best of my knowledge, this report accurately reflects all pooled investments, and is in conformity with the Town's investment policy effective February 2010, which complies with the California Government Code. A copy of this investment policy, along with the supporting banking and investment statements, is available in the office of the Town Clerk. This investment program provides sufficient cash flow liquidity to meet the next six months of budgeted expenditures.

Curtis Yakimow
Administrative Services Director

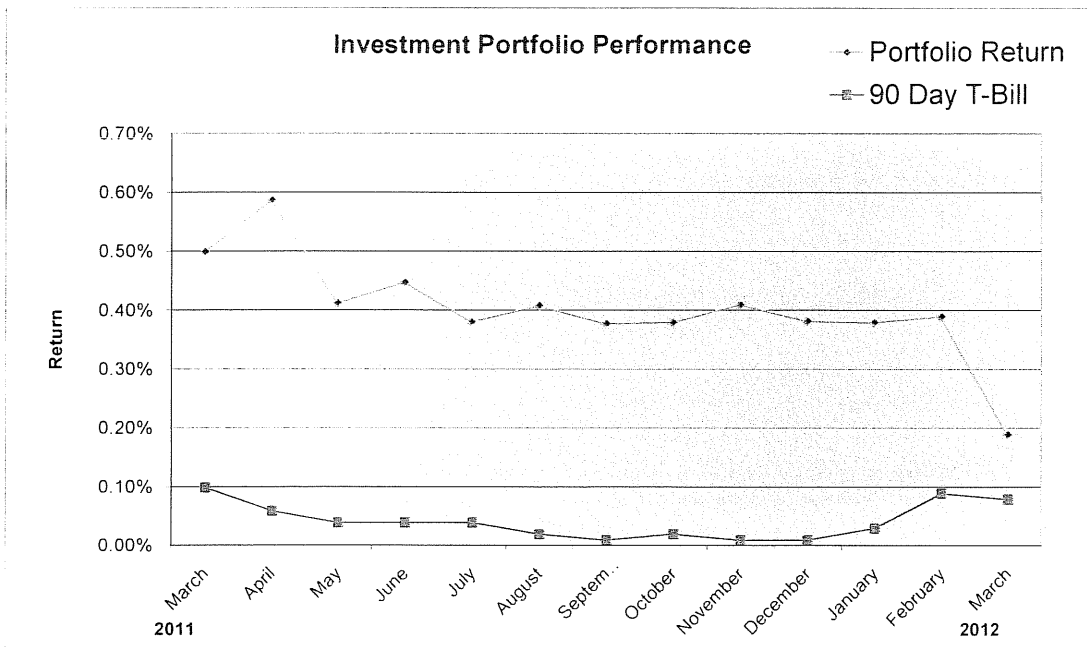


Town of Yucca Valley
Treasurer's Report
 As of March 31, 2012

Institution/Investment	Market Value	Percent of Portfolio	Yield	Maturity Date
US Trust Bank - Checking Acct	\$ 264,977	1.32%	0.00%	Liquid
Pacific Western-Checking Acct	\$ 983,663	4.89%	0.00%	Liquid
US Trust Bank - Money Market	335,923	1.67%	0.20%	Liquid
Local Agency Investment Fund (LAIF)	10,020,859	49.83%	0.37%	Liquid
Pac Western-Successor Agency	8,500,000	42.27%	0.00%	Liquid
Petty Cash	3,600	0.02%	0.00%	Liquid
Total Cash & Investments	<u>\$ 20,109,023</u>	<u>100.00%</u>	<u>0.19%</u>	Fully Liquid

I certify that to the best of my knowledge, this report accurately reflects all pooled investments, and is in conformity with the Town's investment policy effective February 2010, which complies with the California Government Code. A copy of this investment policy, along with the supporting banking and investment statements, is available in the office of the Town Clerk. This investment program provides sufficient cash flow liquidity to meet the next six months of budgeted expenditures.

 Curtis Yakimow
 Administrative Services Director



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Alex Qishta, Project Engineer
Date: May 7, 2012
For Council Meeting: May 15, 2012


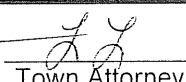
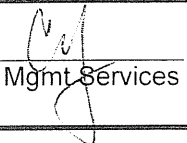
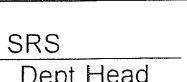
Subject: Contract Amendment No. 3 – Willdan Engineering
TCRP Project. – Town Project No. 8327
Transportation Congestion Relief Program
Agreement Amendment For Compensation
Additional Tasks and Services

Prior Council Review: None for this specific item. On November 1, 2001 Town Council approved award of design contract to Willdan Engineering to provide Project Report, Environmental Document and Plans, Specifications, and Estimates for the installation of sidewalks and raised median islands in and along State Route 62. On October 20, 2003, amendment No. 1 to the Agreement was approved. On November 17, 2009; Amendment No. 2 to the Agreement was approved.

Recommendation: That the Town Council approves Amendment No. 3 to the Agreement for Professional Consulting Services with Willdan Engineering, to provide additional required tasks and services specifically described in Consultant’s Proposal dated April 16, 2012, increasing total compensation under the Agreement for Professional Consulting Services by \$5,930, bringing the total compensation under the Agreement to \$467,826; and authorizing the Town Manager to sign all documents necessary to implement the Agreement.

Executive Summary: The Plans and Specifications are 100% complete and awaiting Caltrans Approval. Caltrans requested the Town to submit an Appraisal Map. This requirement is beyond Willdan’s scope of service. Town Council action is required to amend the Agreement.

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)

Reviewed By:    

Town Manager Town Attorney Mgmt Services SRS
Dept Head

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

Discussion: The project entails the construction of raised medians from Kickapoo Trail to Elk Trail, and from Cherokee Trail to Apache Trail. Sidewalk improvements are included from Palm Avenue to Dumosa Avenue. Utility undergrounding, as approved by the TCRP Project, is not a part of this contract.

The Town is in the final PS&E phase of the project. The Town submitted 100% plans and specifications for Caltrans Approval. Final approval is contingent on the submittal of the Appraisal Map, which illustrates easements and right-of way lines for the properties adjacent to the project.

The following amendments would be made to the plans that are currently being prepared.

1. Property Data Collection
2. Prepare Appraisal Map
3. Respond to Comments from Caltrans

The additional tasks are discussed in detail in Consultant's proposal which is attached to the proposed Amendment at Exhibit "A" and are summarized as follows.

1. Property Data Collection
Cost: \$1,880
2. Prepare Appraisal Map
Cost: \$2,060
3. Respond to Caltrans Comments
Cost: \$1,990

The above items are described in more detail in Consultant's proposal labeled Exhibit A, as well as a line item for additional reimbursable expenses associated with the required effort.

Consultant costs to modify to plans to adhere to the Caltrans directives are \$5,930.

Alternatives: No alternative action is recommended. The amendment is necessary to obtain Caltrans approval and Encroachment Permit for the TCRP Project

Fiscal impact: Proposed Amendment No. 3 increases the cost of the Willdan Engineering Contract from \$461,896 to \$467,829, which represents an increase of \$5,930. Approximately \$132,000 in TCRP Funds are available for continued efforts for the project.

Design Contract Cost

Initial Contract Value	\$299,830.00
Contract Amendment No.1 dated October 30, 2003 (Increase by \$16,800)	\$316,630.00
Change Order No.1dated June 28, 2006 (increase by \$60,350)	\$376,980.00
Change Order No.2dated October 8, 2007 (increase by \$63,000)	\$439,980.00
Total Willdan Fees	\$439,980.00
Total Willdan PA&ED paid fees	<u>\$395,142.00</u>
Remaining Balance	\$44,838.00
Unused Balance under contract	\$44,838.00
Contract Amendment No.2 (dated November 17, 2009)	<u>\$417,058.00</u>
Total Compensation (Prior)	\$461,896.00
Contract Amendment No.3 (dated May 15, 2012)	\$5,930.00
Total Compensation (Revised)	\$467,826.00
Contract paid to date	\$377,890.51
Remaining to be paid: PS&E plus Amendment No.3	\$89,935.49

Attachments: Proposed Third Amendment to Original Agreement
Willdan Proposal

**THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF
YUCCA VALLEY ("TOWN") AND WILLDAN ENGINEERING
("CONSULTANT")**

RECITALS

1. On November 1, 2001, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services to prepare Project Report and Environmental Document (PA&ED) to install median and sidewalk on SR62 in the amount of \$299,830.
2. On October 30, 2003, the Town Council approved Amendment No. 1 to CONSULTANT Contract for additional services, in the amount of \$16,800, increasing the Contract to \$316,630.
3. On June 28, 2006 a Change Order in the amount of \$60,350 was approved for additional services, increasing the contract to \$376,980.
4. On October 8, 2007 a change Order in the amount of \$63,000 was approved for additional services, increasing the contract to \$439,980. Consultant completed the PA&ED for the project and paid a total of \$395,142, with \$44,838 remaining balance.
5. On November 17, 2009, the Town Council approved Amendment No. 2, allowing Consultant to proceed with the preparation of Plans and Specifications (PS&E) for the amount of \$417,058 plus the unused balance under contract of \$44,838, bringing the total Contract to \$461,896
6. CONSULTANT submitted for Caltrans approval 100% plans and specifications for the project, Caltrans requested an Appraisal Map to be submitted to complete the PS&E approval and the issuance of Encroachment Permit.
5. CONSULTANT proposes Amendment No. 3, attached hereto as Exhibit "A", to the Agreement for Professional Consulting Services in the amount of \$5,930 for the cost to prepare the Appraisal Map, bringing the total compensation to \$467,826.
6. The total compensation to CONSULTANT as a result Amendments No. 3 to the original Agreement for Professional Consulting Services shall be \$467,826.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated November 1, 2001 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 Four hundred Seventy Six Thousand Eight Hundred and Twenty Six Dollars (\$467,826) for services including proposed PS&E services described in Consultant’s Proposal dated April 16, 2012 and attached hereto as Exhibit “A”.

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: May 15, 2012

For the Consultant

For the Town of Yucca Valley

Kenneth C. Taylor
Director of Engineering

Mark Nuaimi
Town Manager

Approved as to Form

Lona N. Laymon
Town Attorney

16 April 2012

Mr. Alex Qishta
Project Manager
58928 Business Center Drive,
Yucca Valley, CA 92284

Re: SR-62 TCRP Improvement Project – Appraisal Map Preparation

Dear Mr. Qishta:

After reviewing the engineering services contract, the available communications history on the right-of-way needs and acquisition services, and the extended, varying process through Caltrans on the right-of-way requirements mapping, I believe the Caltrans required 'Appraisal Map' is beyond the scope of our approved services and possibly that of Overland, Pacific and Cutler as the Town's acquisition representative.

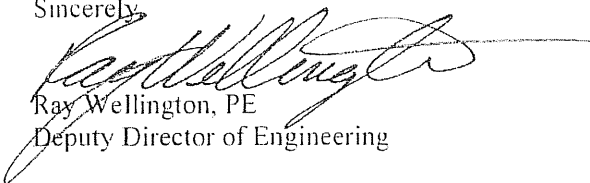
Therefore, as we discussed following the PDT meeting on March 28th, I am presenting herewith for your consideration a proposal for preparing the 'Appraisal Map' for submission to Caltrans in accordance with their requirements.

1. Locate and compile relevant location and property data as required in Section 4-5 'Right of Way Appraisal Map' of the State's Right of Way Manual. Estimated time required is 16-hours at a cost of \$1,880.
2. Inclusion of record data onto existing R/W requirements map base and formatting of map into the Appraisal Map presentation format. Estimated time required is 17-hours at a cost of \$2,060.
3. Submission to Caltrans and Town for review and comment. Approximate cost \$20.
4. Respond to comments from first review of appraisal map submittal. Estimated time required is 9-hours at a cost of \$1,180.
5. Submission to Caltrans and Town for review and comment on the 2nd submittal of the map. Estimated cost \$20.
6. Respond to comments from second review of the appraisal map submittal. Estimated time is 6-hours at a cost of \$755.
7. Submittal of final signed appraisal map to Caltrans for approval. Estimated cost \$20.

The estimated total for the above described services to accomplish the required Appraisal Map (assuming only two reviews by Caltrans personnel will be necessary) is \$5,930.

If you would like to discuss the proposed additional services, please contact the undersigned at (714) 978-8231 or by E-mail at rwellington@willdan.com.

Sincerely,


Ray Wellington, PE
Deputy Director of Engineering

RECEIVED

APR 16 2012

TOWN OF YUCCA VALLEY
PUBLIC WORKS

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: May 7, 2012
For Council Meeting: May 15, 2012

Subject: Warrant Register May 15, 2012

Recommendation:

Ratify the Warrant Register total of \$ 468,273.06 for checks dated May 3, 2012. Ratify Payroll Register total of \$ 150,098.41 for checks dated April 27, 2012.

Order of Procedure:


Department Report
Request Staff Report
Request Public Comment
Council Discussion
Motion/Second
Discussion on Motion
Call the Question (Roll Call)

Attachments:

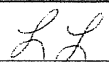
Payroll Register No. 44 dated April 27, 2012 total of \$ 150,098.41
Warrant Register No. 47 dated May 3, 2012 total of \$ 468,273.06

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 # 44
CHECK DATE - April 27, 2012

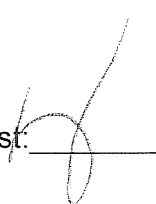
Fund Distribution Breakdown

Fund Distribution

General Fund	\$131,541.15
Gas Tax Fund	10,283.98
Successor Agency	8,273.28
	<hr/>

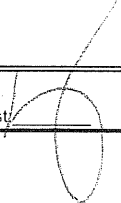
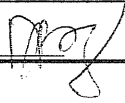
Grand Total Payroll

\$150,098.41

Prepared by P/R & Financial Specialist:  _____

Reviewed by H/R & Risk Mgr.:  _____

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 44 - Paid 04/27/2012
(April 07, 2012 - April 20, 2012)
Checks: 4328-4340




	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$3,780.13		\$3,780.13
Direct Deposit	74,675.76	-	74,675.76
Sub-total	78,455.89		78,455.89
<u>Employee Tax Withholding</u>			
Federal	13,012.21		13,012.21
Medicare	630.97	630.96	1,261.93
SDI - EE	-	-	-
State	4,097.60		4,097.60
Sub-total	17,740.78	630.96	18,371.74
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	13.00	13.00
Deferred Compensation	3,468.94	2,826.17	6,295.11
PERS Survivor Benefit	52.00		52.00
Health Café Plan	2,649.50	14,767.46	17,416.96
American Fidelity Pre-Tax	259.76		259.76
American Fidelity After-Tax	12.15		12.15
American Fidelity-FSA	681.29		681.29
PERS EE - Contribution 7%	672.59		672.59
PERS EE - Contribution 8%	6,750.32		6,750.32
PERS Retirement - Employee	-	743.04	743.04
PERS Retirement - Employer	-	14,914.02	14,914.02
Wage Garnishment - Employee	290.61		290.61
Life & Disability Insurance		989.49	989.49
Unemployment Insurance		1,045.12	1,045.12
Workers' Compensation		3,135.32	3,135.32
Sub-total	14,837.16	38,433.62	53,270.78
Gross Payroll	\$111,033.83	\$39,064.58	\$150,098.41
Prepared by P/R & Financial Specialist  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 47
CHECK DATE - MAY 3, 2012

FUND DISTRIBUTION BREAKDOWN

Checks # 40354 to # 40429 are valid
Checks # 40379, # 40408, # 40409 are included in SA warrant # 47
Check # 40392 is void

GENERAL FUND # 001	\$387,114.49
CENTRAL SUPPLIES FUND # 100	\$1,264.23
CUP DEPOSITS FUND # 200	\$8,292.71
COPS SLESF FUND # 509	\$38.01
AB2928 STATE CONSTRUCTION FUND # 513	\$4,460.34
STREET MAINTENANCE - FUND # 515	\$5,425.89
MEASURE I MAJOR ARTERIAL FUND # 522	\$10,637.64
MEASURE I 2010-2040 FUND # 524	\$81.42
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$10,167.20
CALIFORNIA ENERGY COMMISSION FUND-ARRA FUND # 540	\$15,122.03
HUD JERRY LEWIS PARK FUND # 551	\$11,220.67
CDBG FUND # 560	\$10,506.35
CAPITAL PROJECTS FUND # 800	\$3,942.08
GRAND TOTAL	<u>\$468,273.06</u>

Prepared by Shirlene Doten, Finance.  Approved by Mark Nuaimi, Town Manager 
Reviewed by: Curtis Yakimow, Admin Svc. Dir. 

Town of Yucca Valley**Warrant Register**

May 3, 2012

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	40354	Ace Alternators	Fleet Vehicle Maintenance	\$249.61
	40355	Alliant Insurance Services	Liability Insurance	263.32
	40356	AlSCO/American Linen, Inc.	Facilities Maintenance Supplies	114.48
	40357	Arrowhead Mountain Water	Office Supplies	138.06
	40358	AT & T Mobility	Cell Phone Service	396.91
	40359	Barr Lumber, Inc.	Community Services Supplies	53.66
	40360	Big 5 Corp.	Recreation Equipment	874.27
	40361	C & S Electric	Facility Maintenance	120.00
	40362	Campbell Pet Company	Shelter Supplies	226.47
	40363	Dennis Cavins	Sports Referee	198.00
	40364	CCMF	Membership Dues	400.00
	40365	Janine Cleveland	Contract Instructor	311.50
	40367	Companion Animal Clinic	Veterinary Services	154.80
	40369	Data Ticket	Citation Processing Svcs.	799.17
	40370	Desert Pacific Exterminators	Shelter Maintenance	49.00
	40371	Dover Publications	Museum Shop Merchandise	102.85
	40372	FedEx	Delivery Service	46.03
	40374	Fred's Tires	Fleet Tire Replacement & Repair	1,338.90
	40375	G & K Propane	Shelter Propane	235.81
	40377	Harrison Air Conditioning	Facility Maintenance	152.00
	40378	HdL Software, LLC	Annual Maintenance Svcs.	4,037.68
	40379	Hi-Desert Water	Water Service	1,227.13
	40380	Hogle-Ireland Inc.	Development Code Update	12,677.50
	40381	Inland Empire Stages Unlimited	Adult Trips Program	2,101.00
	40382	Jeremie King	Sports Referee	132.00
	40383	LaBelle Marvin, Inc.	Slurry Seal Litigation Expense	5,025.00
	40384	Lew Edwards Group	Education & Outreach Consultant	10,075.85
	40386	The Mallants Corp	Temporary Employment Svcs.	1,699.36
	40387	Maximum Solutions, Inc.	Recreation Program Training	1,468.24
	40388	Carrie McDonald	Contract Instructor	420.00
	40389	Medical Arts Press	Shelter Supplies	387.91
	40390	Mojave Desert & Mtn. Integ. Wst JPA	FY 11/12 Contribution	5,557.00
	40391	Morongo Unified School District	Fleet Fuel	3,853.26
	40393	Oasis Office Supply	Office Supplies	970.00
	40394	One Call Now	Telephone Message Service	1,785.00
	40395	OnTrac	Delivery Service	7.18
	40396	Carl Otteson	Testing Service	275.00
	40398	Petty Cash-Maureen Randall	Museum Misc. Supplies	258.78
	40399	Pro Video	Town Council Taping	200.00
	40404	SBCO-Office of the Assessor	Assessor Disc	429.50
	40405	SBCO - Information Services	Radio Access	2,037.00
	40406	SBCO Sheriff's Dept	May 2012 Professional Svcs.	274,043.00
	40407	SCAG	FY 12/13 Membership Renewal	1,979.00
	40408	SCE	Electricity Services	2,303.26
	40409	So. Cal. Gas Co.	Natural Gas Service	1,712.84
	40410	Southwest Networks, Inc.	Technology Support	8,410.00
	40411	Michael Summers	Public Art Maintenance	500.00
	40412	The Planning Center	General Plan Update	21,306.00

Town of Yucca Valley
Warrant Register
May 3, 2012

Fund	Check #	Vendor	Description	Amount
	40413	Time Warner Cable	Cable TV Service	60.43
	40415	Trophy Express	Engraving Service	66.00
	40416	Delanford Truitt	Sports Referee	198.00
	40417	U.S. Real Estate Services, Inc.	Citation Refund	1,000.00
	40418	VCA Yucca Valley Animal Hospital	Veterinary Services	2,892.90
	40419	Verizon	Phone Service	2,913.37
	40421	Valley Independent	Shelter Printing Expense	789.10
	40422	Walmart Community	Recreation Supplies	1,103.20
	40424	Woods Auto Repair	Fleet Repairs & Smog Svs.	70.75
	40425	Guy Wulf	Sports Referee	132.00
	40427	Yucca Valley Quick Lube	Fleet Vehicle Maintenance	113.83
	40428	NRO Engineering	Engineering Services	5,290.00
	EFT	The Home Depot	Maintenance Supplies	136.14
	EFT	First Bankcard	Meetings & Supplies	1,245.44
Total 001	GENERAL FUND			\$387,114.49
100	INTERNAL SERVICE FUND			
	40376	GE Capital Corporation	Copier Lease	\$673.71
	40385	Mail Finance	Postage Meter Lease	295.52
	40393	Oasis Office Supply	Copy Paper	295.00
Total 100	INTERNAL SERVICE FUND			\$1,264.23
200	DEPOSITS FUND			
	40372	FedEx	Delivery Service	\$38.21
	40393	Oasis Office Supply	Office Supplies	37.50
	40428	NRO Engineering	Engineering Services	8,217.00
Total 200	DEPOSITS FUND			\$8,292.71
509	COPS-SLESF FUND			
	40420	Verizon Wireless	Sheriff's Office Phone Svs.	\$38.01
Total 509	COPS-SLESF FUND			\$38.01
513	AB2928-STATE CONSTRUCTION FUND			
	40423	Willdan Associates	TCRP Project	\$4,460.34
Total 513	AB2928-STATE CONSTRUCTION FUND			\$4,460.34
515	GAS TAX			
	40356	AlSCO/American Linen, Inc.	Street Uniforms Service	\$26.35
	40368	Crafco, Inc.	Asphalt Maintenance & Supplies	2,767.02
	40373	Flint Trading, Inc.	Pavement Markings	1,238.34
	40408	SCE	Electric Service	443.79
	40414	Tops n Barricades	Streets Signs & Supplies	782.59
	40426	Yucca Rentals	Equipment Rental	52.80
	40428	NRO Engineering	Engineering Services	115.00
Total 515	GAS TAX FUND			\$5,425.89

Town of Yucca Valley

Warrant Register

May 3, 2012

Fund	Check # Vendor	Description	Amount
522 MEASURE I MAJOR ARTERIAL FUND	40401 RBF Consulting	SR 62 Widening Palm-Airway	\$10,637.64
Total 522 MEASURE I MAJOR ARTERIAL FUND			\$10,637.64
524 MEASURE I - 2010-2040 FUND	40408 SCE	Electricity Services	\$81.42
Total 524 MEASURE I - 2010-2040 FUND			\$81.42
527 PUBLIC LANDS FEDERAL GRANT FUND	40397 Overland Pacific & Cutler, Inc.	PLHD Project	\$8,652.50
	40401 RBF Consulting	PLHD Project Final	1,514.70
Total 527 PUBLIC LANDS FEDERAL GRANT FUND			\$10,167.20
540 CA ENERGY COMMISSION-ARRA FUND	40400 Joseph S. Putrino	EECBG Project Retention	\$14,892.03
	40428 NRO Engineering	Engineering Services	230.00
Total 540 CA ENERGY COMMISSION-ARRA FUND			\$15,122.03
551 HUD- JERRY LEWIS PARK FUND	40366 Cogstone	SS Park Survey Resource	\$3,540.65
	40372 FedEx	Delivery Service	51.92
	40393 Oasis Office Supply	Office Supplies	380.51
	40402 RHA Landscape Architect	SS Park Project	6,787.59
	40428 NRO Engineering	Engineering Services	460.00
Total 551 HUD- JERRY LEWIS PARK FUND			\$11,220.67
560 CDBG FUND	40403 RJM Design Group	CC Splash Park Project	\$10,506.35
Total 560 CDBG FUND			\$10,506.35
800 CAPITAL PROJECTS RESERVE FUND	40353 Hi-Desert Water	Plan Check Review-Shelter	\$1,000.00
	40393 Oasis Office Supply	Office Supplies	67.08
	40428 NRO Engineering	Engineering Services	2,875.00
Total 800 CAPITAL PROJECTS RESERVE FUND			\$3,942.08
*** Report Total			<u>\$468,273.06</u>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council

From: Mark Nuaimi, Town Manager

Date: May 11, 2012

For JPA Meeting: May 15, 2012

Subject: Animal Shelter JPA Update


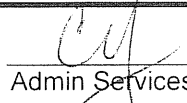
Prior Council Review: In 2008, the Town Council took action to enter into a Joint Powers Agreement with the County of San Bernardino to form the Animal Care Joint Powers Authority for the financing, design, construction, maintenance and operations of animal shelter(s) in the Town and surrounding unincorporated areas.

Recommendation: That the Town Council:

- Delegates approval of the plans and specifications for the replacement animal shelter to the Animal Care Joint Powers Authority (“Authority”), and authorizes the Town Clerk to advertise and receive bids for construction once approved by the Authority, and;
- Directs staff to bring forward a complete funding package, including:
 - Allocating available Town General Facilities development impact fees to the construction of the replacement animal shelter;
 - Approval of a budget amendment to reflect the Town’s contributions outside of the previously authorized JPA contribution;
 - Identifying the framework for the loan and repayment to the County for the funding to construct the replacement animal shelter;
 - The necessary amendments to the JPA agreement reflecting the change in construction and reimbursement terms.

Order of Procedure:

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

Reviewed By: _____ Town Manager  _____ Town Attorney  _____ Admin Services _____ Dept Head

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

Discussion: The Plans, Specifications & Estimates for the replacement animal shelter are nearing completion. Town and County staff have identified the need to modify the JPA Agreement between the Town and the County. The key revisions are described below:

- Timing of Funding contribution – the original JPA agreement envisioned both the Town and County contributing 50% of the costs to construct the replacement shelter over a series of fiscal years. To date, the Town has deposited \$437,500 into the JPA account. However, Town staff informed County representatives that the Town would be unable to contribute the balance of the construction funding given the economic downturn. County and Town staff are developing an approach whereby the County would loan the balance of Town funding required to construct the replacement shelter and the Town would repay the County over a 20 year period.
- Total Construction Costs – The JPA Agreement established a total project cost not to exceed \$3,500,000. Based upon the current cost estimate, this amount will need to be revised to reflect all current costs. A number of these “costs” are in-kind contributions made by Town staff and contract service providers. This proposed amount would also include a construction contingency of 10%. Early estimates of the revised project total approximately \$4,160,000 and include:

Description	Amount	Vendor
TOTAL COST	\$ 4,158,719	
Design Architect Contract	\$ 299,276	Williams Architect - base contract and change orders
Project Management Costs	\$ 37,192	Town Provided Services -- Fixed Price Proposal
Biological Assessment -- Tortoise	\$ 3,500	Circle Mountain Biological Consultants
Fire Department Plan Check Services	\$ 3,157	County of San Bernardino (estimate)
Town Plan Check Services	\$ 10,594	Charles Abbott Associates (estimate)
Electrical Services Extension	\$ 75,000	Southern California Edison (estimate)
Soils Testing	\$ 13,500	Engineer's Estimate
Specialized Inspections	\$ 35,000	Engineer's Estimate
Water Service extension / hydrants	\$ 18,500	Engineer's Estimate
Construction Contract	\$ 3,300,000	Engineer's Estimate
Construction Management	\$ 33,000	Alex Qishta Time (1% of construction contract)
Construction Contingency	\$ 330,000	10% of engineers estimate

- Crediting Town Contributions – A number of the costs included in the total project cost are in-kind services provided by the Town and our contract service providers. The Town and County staff have agreed in concept to credit the Town for both the current shelter assets and the land purchase. The Town has also deposited \$437,500 directly with the JPA and there appears to be additional resources available within the Town’s Development Impact Fee account and a potential contribution from an estate that can be contributed as well. The actual and proposed cash and in-kind policies are summarized in the following table:

Description	Amount	
	TOTAL COST	\$ 946,943
Project Management Costs	\$ 37,192	Town Provided Services -- Fixed Price Proposal
Biological Assessment -- Tortoise	\$ 3,500	Circle Mountain Biological Consultants
Fire Department Plan Check Services	\$ 3,157	County of San Bernardino (estimate)
Town Plan Check Services	\$ 10,594	Charles Abbott Associates (estimate)
Electrical Services Extension	\$ 75,000	Southern California Edison (estimate)
Soils Testing	\$ 13,500	Engineer's Estimate
Specialized Inspections	\$ 35,000	Engineer's Estimate
Water Service extension / hydrants	\$ 18,500	Engineer's Estimate
Town Deposit to JPA	\$ 437,500	funds deposited with JPA
Land Purchase	\$ 60,000	credited to Town
Current Shelter value	\$ 60,000	credited to Town
Development Impact Fees	\$ 100,000	to be deposited with JPA
Crya Wells Estate Donation	\$ 60,000	to be deposited with JPA
Construction Management	\$ 33,000	Town Provided Services -- Fixed Price Proposal

Future Action

Town and County staff are currently developing the formal agreements and potential JPA amendments to reflect these changes. Upon completion of these documents, both the Town and County will memorialize these actions through a formal amendment to the current JPA agreement. It is anticipated that these actions will be completed by the end of the current fiscal year.

Through the recommended action, staff will move forward with the advertisement and receipt of bids for construction once approved by the Authority.

Alternatives: None

Fiscal impact: Town staff will bring forward the necessary Resolutions for final Town financial commitment once construction bids are received, final construction costs are known, and the reimbursement/repayment schedule is jointly developed between the Town and County.

Attachments: None