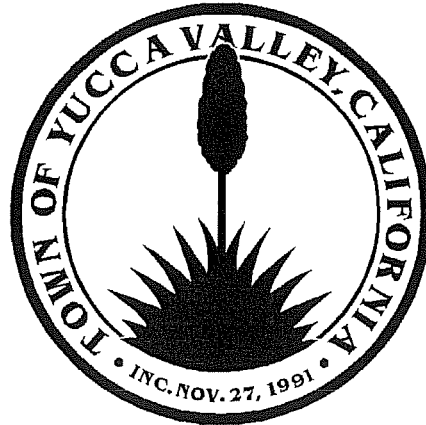


TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING



*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.*

**TOWN COUNCIL: 6:00 p.m.
TUESDAY, AUGUST 20, 2013
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION: 6:00 p.m.
TUESDAY, AUGUST 20, 2013
TOWN HALL CONFERENCE ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

* * * *

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

* * * *

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY AUGUST 20, 2013
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 Huntington, Leone, Lombardo, Rowe, and Mayor Abel.

PLEDGE OF ALLEGIANCE

INVOCATION Led by Pastor Matt Jennings, Good Shepherd Lutheran Church

PRESENTATIONS

1. Purple Heart Proclamation

AGENCY REPORTS

Hi-Desert Water District

2. Water and Wastewater Update

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____

CONSENT AGENDA

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.

- 1-2 4. Monthly Fire Department Statistical Reports for July 2013

Recommendation: Receive and file the monthly statistical Fire Department Reports for July 2013

- 3-5 5. LTF Claim for Local Streets and Roads

Recommendation: Authorize the Director of Administrative Services to file a claim with the San Bernardino County Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the Amount of \$181,839.00

- 6-8 6. AB 1234 Reporting Requirements

Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the months of July 2013

- 9-20 7. Warrant Register

Recommendation: Ratify the Payroll Registers total of \$284,450.79 for checks dated July 19, 2013 and August 2, 2013; Ratify the Warrant Registers total of \$514,349.83 for checks dated August 1 to August 7, 2013

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 3-7)

Action: Move _____ 2nd _____ Vote _____

CLOSED SESSION

(Public Comments will be taken before the Council adjourns to Closed Session)

1. Public Employee Discipline/Dismissal/Release
2. Conference with Legal Counsel--Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

RECONVENE FROM CLOSED SESSION; REPORT OUT FROM CLOSED SESSION

DEPARTMENT REPORTS

- 21-44 8. Severance and General Release Agreement

Recommendation: That the Town Council approves the Severance and General Release Agreement between the Town of Yucca Valley and Mark Nuaimi.

Action: Move _____ 2nd _____ Vote _____.

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

12. Council Member Leone
13. Council Member Rowe
14. Council Member Huntington
15. Mayor Pro Tem Lombardo
16. Mayor Abel

ANNOUNCEMENTS

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

6:00 p.m., Tuesday, September 3, 2013, Yucca Valley Community Center Yucca Room

CLOSING ANNOUNCEMENTS

ADJOURNMENT

Yucca Valley Town Council

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Town of Yucca Valley Town Council in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Yucca Valley Town Council, Commissions and Committees.

Agendas - All agendas are posted at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the Town Hall offices located at 57090 Twentynine Palms Highway, Yucca Valley.

Agenda Actions - Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Town Council will generally consider items in the order listed on the agenda. However, items may be considered in any order. Under certain circumstances new agenda items can be added and action taken by two-thirds vote of the Town Council.

Closed Session Agenda Items - Consideration of closed session items, *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Mayor will announce the subject matter of the closed session. If final action is taken in closed session, the Mayor shall report the action to the public at the conclusion of the closed session.

Public Testimony on any Item - Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Town Council should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Town Clerk prior to the Council's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak. When recognized by the Mayor, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Council, speakers are limited to up to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Council at any one meeting. The Mayor or a majority of the Council may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Council member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times - The Council is concerned that discussion takes place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment - At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject with Council's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.*

Disruptive Conduct - If any meeting of the Council is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Mayor may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Council without first being recognized, not addressing the subject before the Council, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Council from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for all Town of Yucca Valley meetings. Your cooperation is appreciated!*

ACRONYM LIST

ADA	Americans with Disabilities Act
CAFR	Comprehensive Annual Financial Report
CALTRANS	California Department of Transportation
CEQA	California Environmental Quality Act
CCA	Community Center Authority
CDBG	Community Development Block Grant
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COP	Certificates of Participation
CPI	Consumer Price Index
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
IIEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 st Century
TOT	Transient Occupancy Tax

COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	9:30am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:00 a.m. 3rd Fri.	Apple Valley
DESERT SOLID WASTE JPA	HUNTINGTON LOMBARDO (ALT)	10:00am 2nd Thurs Feb, May, Aug, Nov	Victorville
SOLID WASTE ADVISORY TASK FORCE	HUNTINGTON	2 times per year	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL HUNTINGTON ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	ABEL ROWE (ALT)	10:00am 4th Mon	Victorville
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	MAYOR		
LEGISLATIVE TEAM	HUNTINGTON ROWE	Proposed for Council Member to work with Town Manager meeting with legislators when necessary.	
FLOOD CONTROL ZONE 6	MAYOR		
CITY/COUNTY ANIMAL SERVICES JPA	HUNTINGTON LOMBARDO	10:00 a.m. last Thurs. Yucca Valley	Yucca Valley
SPORTS COUNCIL	HUNTINGTON	March, June, Sept., Oct.	Yucca Valley

AD HOC COMMITTEES

SENIOR HOUSING

HUNTINGTON
ROWE

SEWER FINANCING

ROWE
LEONE

COUNCIL RULES & PROCEDURES

MORONGO UNIFIED SCHOOL DISTRICT

ROWE

AUDIT

BREHM PARK

ABEL
LOMBARDO

COUNTY BUDGET COMMITTEE

ROWE
HUNTINGTON



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

July 2013 Summary

ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 408 requests for assistance within our town boundaries. Division wide responses for the South Desert were 701 incidents.

EMERGENCY RESPONSES

ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	22,800	Value	\$	262,800
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RESPONSES OTHER THAN FIRES

Fires	8
Rupture / Explosion	2
EMS / Rescue	285
Hazardous Condition	8
Service Calls	46
Good Intent Calls	52
False Call	6
Other	1

ALARMS – ALL TYPES

Yucca Valley Response Area

2013 Year-to-Date

TOTAL NON-FIRE RESPONSE	2591
TOTAL FIRE RESPONSES.....	62
TOTAL ALARMS	2653

Significant Events:

- Aerial Fire Apparatus – Rescue and Suppression Drills conducted County-wide
- Conducted several public education events with schools locally
- Fire loss is a reflection of all fire type assignments that result in dollar loss to personal property, vehicles, and/or structures.
- Fire Prevention Week starts in October along with the Great Shakeout Preparedness Drill: remember to register to participate at <http://www.shakeout.org/california/>



SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

Kitchen Safety Tips

Minimize Fire Hazards At Home:

- Check all electrical wires & cords on any appliance used in the kitchen. Dispose of any appliance not working properly.
- As soon as you take something off the oven turn the burner off.
- Avoid loose clothing which could get caught or catch fire.
- Keep matches or lighters in an area away from children's reach; high cupboards or locked areas.

Portable Fire Extinguishers

- Know the location, type, and purpose
- Frequently check your extinguishers for tampering or damage.
- Know how to use your extinguishers

First Aid for Burns

- Cool burns with water for 15 minutes to limit it's seriousness.
- Never use: grease, butter, mayonnaise, ice, or foreign substance on a burn.
- If burned skin is blistered, see a doctor.
- For blackened skin, shallow breathing, or unconsciousness, call 9-1-1.

Emergency Measures:

In case of grease fires:

- If a pan or pot catches fire smother the fire by sliding a lid over the pan if possible, turn off the burner, and don't move the pan or pot. Keep the lid on until it cools completely. (Baking soda may help to suffocate the fire but be very cautious). Don't try to carry a grease fire outdoors, if you drop the pan or pot it can spread very quickly.

NEVER PUT WATER ON A GREASE FIRE

- The water will cause the grease to splatter and spread the fire in all directions.

In case of oven fires:

- Keep the door closed or close the oven door and turn off the heat. Call 9-1-1.

In case of microwave fires:

- Keep the door closed or close the door and unplug the microwave. Be sure to have the oven serviced before you use it again.

In case your clothes catch fire:

- Stop, drop, cover your face if possible, and roll.
- Smother the fire by keeping your body close to the ground.
- If the fire is large and spreading quickly GET OUT and call 9-1-1 from a neighbor's house.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Sharon Cisneros, Senior Accountant
Date: August 16, 2013
For Council August 20, 2013
Meeting:
Subject: LTF Claim for Local Streets & Roads

Prior Council Review: None

Recommendation: Authorize the Director of Administrative Services to file a claim with the San Bernardino Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the amount of \$181,839.

Order of Procedure:

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

Discussion: Each year a portion of the ¼ cent State retail sales tax is made available to local associations of governments for distribution to member municipalities. SANBAG has notified the Town of Yucca Valley the amount available this year for use on local streets and roads is \$181,839. In order for the funds to be made available to the Town of Yucca Valley, a claim has to be filed with SANBAG requesting the funds. Once the funds are available, they must be utilized in strict compliance with LTF Article 8, PUC Section 99400a guidelines, (Local Streets and road improvements only).

Alternatives: None Recommended

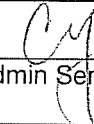
Fiscal impact: The revenue has been accrued and recognized in Town's Local Transportation Fund (516) in the amount of \$181,839 for fiscal year 2012-13 in anticipation of the claim acceptance.

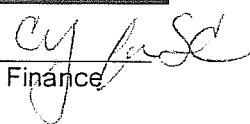
Attachments: LTF Claim Form materials

Reviewed By:


Town Manager

Town Attorney


Admin Services


Finance

____ Department Report
 Consent

____ Ordinance Action
 Minute Action

____ Resolution Action
____ Receive and File

____ Public Hearing
____ Study Session

**San Bernardino Associated Governments
Local Transportation Fund - Article 8
Other Purposes Claim**

Fiscal Year: 2012-2013

Claimant: Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284

Attention: Curtis Yakimow
Phone #: 760-369-7207

Amount: \$181,839

PURPOSE: (X) Article 8, PUC Section 99400a Local Streets & Roads	\$	181,839
() Article 8, PUC Section 99400a Bicycle & Pedestrian Facilities	\$	-
() Article 8, PUC Section 99400.5 Multimodal Transportation Terminals	\$	-

Authorizing Signature:
(Claimant's Chief Administrator or Financial
Officer)

(Signature)

(Type Name & Title)

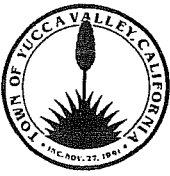
Condition of Approval:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provision that such monies will be used only in accordance with the allocation instruction.

**San Bernardino Associated Governments
Local Transportation Fund - Article 8
Other Purposes Claim
Financial Reporting Form**

Claimant: Town of Yucca Valley

Revenue	Audited FY 2011-12	Proposed FY 2012-13
Intergovernmental allocations LTF Article 8 Other Purposes		
Local Streets & Roads - PUC 99400(a)	\$ 272,647	\$ 181,839
Bicycle & Pedestrian Facilities - PUC 99400(a)	-	-
Multimodal Transportation Terminals - PUC 99400.5	-	-
Miscellaneous		
Interest	1,860	1,649
Lease occupancy	-	-
Miscellaneous	-	85,000
Total Revenues:	274,507	268,488
Expenditures		
Construction, Maintenance and Engineering	146,792	4,623
Multimodal Transportation Terminals	-	-
Total Expenditures	146,792	4,623
Excess of Revenue over(under) Expenditures	127,715	263,865
Fund Balance At Beginning of Year	531,602	659,317
Fund Balance at End of Year	\$ 659,317	\$ 923,182



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
 Sharon Cisneros, Senior Accountant
Date: August 16, 2013
For Council Meeting: August 20, 2013
Subject: AB1234 Reporting Requirements

Prior Council Review: Current reimbursement policy for Council members and Redevelopment Agency members reviewed and approved by Council August 2006.

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of July 2013.

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: AB1234 requires members of a legislative body to report on "meetings" attended at public expense at the next meeting of the legislative body. "Meetings" for purpose of this section are tied to the Brown Act meaning of the term: *any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains.* Qualifying expenses include reimbursement to the member related to meals, lodging, and travel.

An example of when a report is required is when a Town Council member represents his or her agency on a joint powers agency board and the Town pays for the official's expenses in serving in that representative capacity. Additionally, in the spirit of AB1234, the Yucca Valley Town Council also reports all travel related to conference and training attended at public expense.

Reviewed By:

JRX
Town Manager

Town Attorney

CY
Admin Services

Sharon Cisneros
Finance

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

Although the AB1234 report can be either written or oral, this report must be made at the next meeting of the legislative body that paid for its member to attend the meeting.

Alternatives: None.

Fiscal impact: There is no anticipated financial impact associated with the recommended approval of AB1234 reporting requirements.

Attachments: AB1234 Reporting Requirement Schedule

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule Month of July 2013

Date of Travel	Organization	Description	Location
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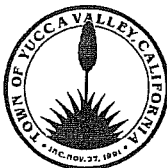
Mayor Abel
No Reportable Meetings

Mayor Pro Tem Lombardo
No Reportable Meetings

Councilmember Huntington
No Reportable Meetings

Councilmember Rowe
No Reportable Meetings

Councilmember Robert Leone
No Reportable Meetings



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: August 14, 2013
Council Meeting: August 20, 2013
Subject: Warrant Register

Recommendation:

Ratify the Payroll Registers total of \$ 284,450.79 for checks dated July 19, 2013 and August 2, 2013.
 Ratify the Warrant Registers total of \$ 514,349.83 for checks dated August 1 to August 7, 2013.

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. 2 dated July 19, 2013 total of \$ 147,361.51
- Payroll Register No. 4 dated August 2, 2013 total of \$137,089.28
- Warrant Register No. 9 dated August 1, 2013 total of \$ 167,998.82
- Warrant Register No. 11 dated August 7, 2013 total of \$ 346,351.01

Reviewed By:

Town Manager

Town Attorney

Admin. Services

Finance

____ Department Report

____ Ordinance Action

____ Resolution Action

____ Public Hearing

Consent

Minute Action

____ Receive and File

____ Study Item

**TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 02
CHECK DATE - July 19, 2013**

Fund Distribution Breakdown

Fund Distribution

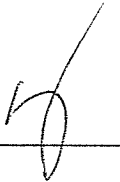
General Fund	\$138,200.21
Gas Tax Fund	9,161.30
Successor Agency	0.00 **
	<hr/>

Grand Total Payroll

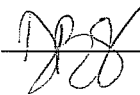
\$147,361.51

****This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:

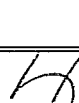
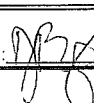


Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period 02 - Paid 07/19/2013

(June 29, 2013 - July 12, 2013)

Checks: 4704 - 4717

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$5,017.49		\$5,017.49
Direct Deposit	73,567.93	-	73,567.93
Sub-total	78,585.42		78,585.42
<u>Employee Tax Withholding</u>			
Federal	10,791.87		10,791.87
Medicare	1,459.94	1,459.96	2,919.90
SDI - EE	-	-	-
State	4,095.53		4,095.53
Sub-total	16,347.34	1,459.96	17,807.30
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	210.37	210.37
Deferred Compensation	3,234.06	2,367.82	5,601.88
PERS Survivor Benefit	45.00		45.00
Health Café Plan	1,914.65	13,104.78	15,019.43
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25 %	146.91		146.91
PERS EE - Contribution 7%	937.08		937.08
PERS EE - Contribution 8%	5,236.36		5,236.36
PERS Retirement - Employer 6.25 %	-	146.91	146.91
PERS Retirement - Employer 7.846 %	-	1,077.51	1,077.51
PERS Retirement - Employer 18.586 %	-	12,769.98	12,769.98
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		873.31	873.31
Other Post Employee Benefits		2,773.99	2,773.99
Unemployment Insurance		1,618.17	1,618.17
Workers' Compensation		3,698.69	3,698.69
Sub-total	12,327.26	38,641.53	50,968.79
Gross Payroll	\$107,260.02	\$40,101.49	\$147,361.51
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 04
CHECK DATE - August 02, 2013

Fund Distribution Breakdown

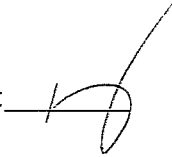
Fund Distribution

General Fund	\$126,800.47
Gas Tax Fund	10,288.81
Successor Agency	<u>0.00</u> **

Grand Total Payroll \$137,089.28

****This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:

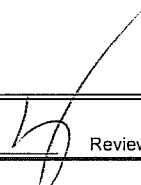
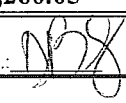


Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period 04 - Paid 08/02/2013

(July 13, 2013 - July 26, 2013)

Checks: 4718 - 4729



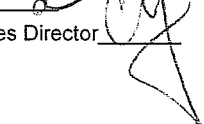
	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$6,317.85		\$6,317.85
Direct Deposit	65,366.27	-	65,366.27
Sub-total	71,684.12		71,684.12
<u>Employee Tax Withholding</u>			
Federal	11,877.06		11,877.06
Medicare	1,337.39	1,337.39	2,674.78
SDI - EE	-	-	-
State	3,723.94		3,723.94
Sub-total	16,938.39	1,337.39	18,275.78
<u>Employee Benefit & Other Withholding</u>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	2,654.04	814.85	3,468.89
PERS Survivor Benefit	35.00		35.00
Health Café Plan	1,858.79	11,602.34	13,461.13
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25%	156.66		156.66
PERS EE - Contribution 7%	905.94		905.94
PERS EE - Contribution 8%	5,213.91		5,213.91
PERS Retirement - Employer 6.25%	-	156.66	156.66
PERS Retirement - Employer 7.846%	-	1,041.70	1,041.70
PERS Retirement - Employer 18.586%	-	12,715.27	12,715.27
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		883.68	883.68
Unemployment Insurance		1,655.46	1,655.46
Other Post Employee Benefit's		2,837.95	2,837.95
Workers' Compensation		3,783.93	3,783.93
Sub-total	11,637.54	35,491.84	47,129.38
Gross Payroll	\$100,260.05	\$36,829.23	\$137,089.28
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

WARRANT REGISTER # 9
CHECK DATE - AUGUST 1, 2013

FUND DISTRIBUTION BREAKDOWN

Checks # 43143 to # 43156 are valid:

GENERAL FUND # 001	\$138,269.15
DEPOSITS FUND # 200	\$32.67
COPS - SLESF FUND # 509	\$18,596.18
GAS TAX FUND # 515	\$49.30
MEASURE I MAJOR ARTERIAL FUND # 522	\$7,032.08
MEASURE I 2010-2040 FUND # 524	\$43.81
SR 62 STATE SAFE ROUTES TO SCHOOLS FUND # 529	\$29.47
CAPITAL PROJECTS FUND # 800	\$3,946.16
GRAND TOTAL	<u><u>\$167,998.82</u></u>

Prepared by Shirlene Doten, Accounting Technician II 
Reviewed by Sharon Cisneros, Senior Accountant 
Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

August 1, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	43143	Corelogics Information Solutions	Property Information	\$ 150.00
	43144	Data Ticket	05/13 Citation Processing	1,541.40
	43145	Desert Images Office Equipment	Copier Contract Charges	275.97
	43147	Hi-Desert Water	Water Service	308.25
	43148	Hi-Desert Publishing	Ordinance Advertising	5,040.00
	43149	Morongo Unified School District	YVHS Pool Utilities	4,036.51
	43150	SBCO Sheriff's Dept	04-06/13 Overtime	42,184.81
	43151	SBCO-Registrar of Voters	03/05/13 Election Costs	26,885.00
	43153	So. Cal. Gas Co.	Natural Gas Service	374.12
	43154	The Planning Center	General Plan Update Svs.	57,288.50
	43155	Verizon	06/13 Long Distance Phone Svs.	184.59
Total 001	GENERAL FUND			\$ 138,269.15
	200 DEPOSITS FUND			
	43146	FedEx	Delivery Service	\$ 32.67
Total 200	DEPOSITS FUND			\$ 32.67
	509 COPS-SLESF FUND			
	43150	SBCO Sheriff's Dept	04-06/13 Overtime	\$ 18,596.18
Total 509	COPS-SLESF FUND			\$ 18,596.18
	515 GAS TAX FUND			
	43152	SCE	Electric Service	\$ 49.30
Total 515	GAS TAX FUND			\$ 49.30
	522 MEASURE I MAJOR ARTERIAL FUND			
	43146	FedEx	Delivery Service	\$ 25.08
	43156	Albert A. Webb Assoc.	SR 62/Dumosa Signal Design Svs	7,007.00
Total 522	MEASURE I MAJOR ARTERIAL FUND			\$ 7,032.08
	524 MEASURE I - 2010-2040 FUND			
	43152	SCE	Electric Service	\$ 43.81
Total 524	MEASURE I - 2010-2040 FUND			\$ 43.81
	529 SR2S STATE-SAFE ROUTES TO SCHOOLS FUND			
	43146	FedEx	Delivery Service	\$ 29.47
Total 529	SR2S STATE-SAFE ROUTES TO SCHOOLS FUND			\$ 29.47

Town of Yucca Valley
Warrant Register
August 1, 2013




800 CAPITAL PROJECTS RESERVE FUND			
43147 Hi-Desert Water	Animal Shelter Project	\$	<u>3,946.16</u>
Total 800 CAPITAL PROJECTS RESERVE FUND		\$	<u>3,946.16</u>
*** Report Total			<u><u>\$ 167,998.82</u></u>

**WARRANT REGISTER #11
CHECK DATE - AUGUST 7, 2013**

FUND DISTRIBUTION BREAKDOWN

Checks # 43157 to # 43231 are valid

GENERAL - FUND # 001	\$332,180.09
INTERNAL SERVICE FUND # 100	4,589.87
CUP DEPOSITS - FUND # 200	55.40
COPS SLESF FUND # 509	103.00
STREET MAINTENANCE - FUND # 515	9,369.89
MEASURE I FUND # 524	52.76
GRAND TOTAL	<u><u>\$346,351.01</u></u>

Prepared by Shirlene Doten, Accounting Technician II 
Reviewed by Sharon Cisneros, Senior Accountant 
Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

August 7, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	43157	Ace Alternators	Vehicle Maintenance	\$ 117.67
	43158	Ruth Alkire	Contract Instructor	54.60
	43159	AlSCO/American Linen, Inc.	Facilities Operating Supplies	145.41
	43160	Pete Anderson	Summer Music Performance	1,100.00
	43161	Arrowhead Mountain Water	Office Supplies	76.11
	43162	AT & T Mobility	Cell Phone Service	318.46
	43163	Leslie Barra	Recreation Refund	56.00
	43164	Dr. Frances Berdan	Museum Lecture Series	100.00
	43165	Cheyenne Bonnell	Contract Instructor	39.20
	43166	Carol Boyer	Contract Instructor	51.80
	43167	Beverly Burkitt	Contract Instructor	5.60
	43168	California Building Standards Com.	04-06/13 SB1473 Fees	211.50
	43169	Michael Callan	Summer Music Performance	500.00
	43170	CDW Government, Inc.	Technology Equipment	235.50
	43171	Chevron & Texaco Card Services	Vehicle Fuel	13.59
	43172	Janine Cleveland	August 2013 Medical Ins.	104.90
	43173	CPRS - Calif Park & Rec Soc	Membership Renewal	145.00
	43174	Cyber Photographics	Recreation Program Expense	322.84
	43175	Department of Conservation	04-06/13 SMIP Fees	643.17
	43176	Desert Pacific Exterminators	Exterminator Services	251.00
	43178	Desert Hot Springs Animal Clinic	Veterinary Services	1,027.40
	43179	Ewing Irrigation, Inc.	Parks Irrigation Supplies	759.85
	43180	Farmer Bros. Co.	Office Supplies	120.26
	43181	Catherine Fletcher	Contract Instructor	57.40
	43182	Brad Foxworthy	Contract Instructor	53.20
	43183	Fulton Distributing Co.	Maintenance Supplies	3,258.48
	43184	Roland Gagne	Summer Music Sound Svs.	500.00
	43185	Roland Gagne	Summer Music Sound Svs.	500.00
	43186	Charles Garcia	Senior Dance	250.00
	43188	Graphic Penguin	Web Site Maintenance	340.00
	43189	Joy Groves	Contract Instructor	256.20
	43190	Dr. Richard Hazlett	Museum Lecture Series	100.00
	43191	Hi-Desert Water	Water Service	1,090.35
	43192	Hi-Desert Publishing	Public Hearing Advertising	658.27
	43193	Susan Jordan	Contract Instructor	168.00
	43194	Joshua Springs	Recreation Refund	200.00
	43195	Heather Kaczmarczk	Contract Instructor	928.20
	43196	KV Vet Supply Co.	Shelter Supplies	159.10
	43197	Legacy Office Products	Office Supplies	231.48

Town of Yucca Valley

Warrant Register

August 7, 2013

Fund	Check #	Vendor	Description	Amount
	43198	Dave Luse	Contract Instructor	50.40
	43199	Deborah S. Mallants	Temporary Employment Svs.	443.80
	43201	Sierra Oakes	Contract Instructor	51.80
	43202	Oasis Office Supply	Office Supplies	130.92
	43203	Carl Otteson	Annual Testing Service	90.00
	43204	Pacific Telemanagement Svs.	Public Phone Service	82.64
	43205	Phone Solutions	Phone Repair Svs.	95.00
	43207	Lynne Richardson	August 2013 Medical Ins.	501.21
	43208	Linda Sande	Contract Instructor	58.80
	43209	SBCO-Office of the Assessor	Assessor Disk	429.43
	43210	SBCO Sheriff's Dept	August 2013 Professional Svs.	293,590.00
	43211	Office of the County Recorder	Filing Fee	21.00
	43212	SCE	Electric Service	1,474.39
	43213	Beverly Schmuckle	Contract Instructor	56.00
	43214	Simplot Partners, Inc.	Parks Maintenance Supplies	2,116.80
	43215	Division of the State Architect	04-06/13 SB1186 Fees	92.10
	43216	Steven Enterprises	Equipment Repair	454.60
	43217	Time Warner Cable	Internet Service	469.37
	43218	Trophy Express	Engraving Service	74.14
	43219	VCA Yucca Valley Animal Hospital	Veterinary Services	474.97
	43220	Verizon	Phone Service	3,579.88
	43222	Valley Independent	Employee Business Cards	37.21
	43223	Walmart Community	Recreation Program Expense	748.84
	43224	WG Hall, LLC	Temporary Employment Svs.	1,369.44
	43225	Wild Mustang Feed	Shelter Supplies	295.80
	43226	Willdan Financial Services	Tax Allocation Bonds Svs.	2,750.00
	43227	Guy Wulf	Sports Referee	418.00
	43228	Elizabeth (Betty) Wulf	Contract Instructor	47.60
	43229	Yucca Valley Quick Lube	Fleet Vehicle Maintenance	42.81
	43230	Yucca Valley Mirror & Glass	Facilities Maintenance	95.00
	EFT	First Bankcard	Projects & Supplies	5,362.80
	EFT	Home Depot	Maintenance Supplies	1,524.80
Total 001	GENERAL FUND			\$ 332,180.09
	100 INTERNAL SERVICE FUND			
	43177	Desert Images Office Equipment	Copier Contract Charges	\$ 3,655.67
	43187	GE Capital Corporation	Shelter Copier Lease	653.67
	43197	Legacy Office Products	Office Supplies	161.46
	43222	Valley Independent	Stationery Supplies	119.07
Total 100	INTERNAL SERVICE FUND			\$ 4,589.87

Town of Yucca Valley

Warrant Register

August 7, 2013

Fund	Check #	Vendor	Description	Amount
200 DEPOSITS FUND				
	43197	Legacy Office Products	Copy Service	\$ 55.40
Total 200 DEPOSITS FUND				\$ 55.40
509 COPS-SLESF FUND				
	43217	Time Warner Cable	Paradise Park Internet	\$ 64.99
	43221	Verizon Wireless	Sheriff's Office Phone Svs.	38.01
Total 509 COPS-SLESF FUND				\$ 103.00
515 GAS TAX FUND				
515	43157	Ace Alternators	Vehicle Maintenance	\$ 125.22
	43159	AlSCO/American Linen	Streets Uniform Service	33.00
	43200	Matich Corporation	Streets Maintenance Supplies	5,557.46
	43206	Quality Street Services, Inc.	Street Sweeping Service	3,560.00
	43212	SCE	Electric Service	75.22
	43231	Yucca Valley NAPA Auto Parts	Vehicle Maintenance	18.99
Total 515 GAS TAX FUND				\$ 9,369.89
524 MEASURE I - 2010-2040 FUND				
	43212	SCE	Electric Service	\$ 52.76
Total 524 MEASURE I - 2010-2040 FUND				\$ 52.76

Report Total				<u>\$ 346,351.01</u>

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lona N. Layman, Town Attorney
Date: August 15, 2013
For Council Meeting: August 20, 2013

Subject: Severance and General Release Agreement

Prior Council Review: There has been no prior review of this matter.

Recommendation: That the Town Council approves the Severance and General Release Agreement between the Town of Yucca Valley and Mark Nuaimi.

Executive Summary: Pursuant to the Second Amended & Restated Employment Agreement between the Town of Yucca Valley and Mark Nuaimi, the recommended action implements Section 3.3, Termination by Town Council or Employee.

Order of Procedure:

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

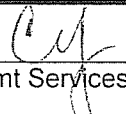
Discussion: Following the Special Town Council meeting of August 14, 2013, the attached Severance and General Release Agreement implements Section 3.3 of the Second Amended & Restated Employment Agreement between the Town of Yucca Valley and Mark Nuaimi.

Based upon legal analysis and Town Council thorough review of all options, the Severance and General Release Agreement provides the Town with the most cost effective solution while obtaining maximum liability and risk reduction protection.

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

The Older Workers Benefit Protection Act (29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) requires that an employee over the age of 40 has seven days following execution of a severance to withdraw from the severance arrangement. In order to avoid any “gap in time” between the effective end date of Mr. Nuaimi’s Second Amended & Restated Employment Agreement and the effective start date of the Severance and General Release Agreement, staff has drafted the Severance Agreement such that its Effective Date will be contemporaneous with termination of the Employment Agreement.

Alternatives: Staff recommends no alternative actions.

Fiscal impact: Approval of the recommended action will result in the following.

- \$63,333 paid within 10 days of the Agreement being entered into;
- \$63,333 paid in six monthly payments of \$10,556 beginning 90 days after separation;
- Medical coverage for a period of one year, or until other employment is obtained. Medical coverage would begin 10/1/2013 and end 9/30/2014, unless employed sooner.

Attachments: Severance and General Release Agreement
Second Amended & Restated Employment Agreement

AGREEMENT OF SEPARATION AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation and General Release (“AGREEMENT”) is entered into this ___ day of August, 2013 by and between the TOWN OF YUCCA VALLEY (“TOWN”), a general law Town and municipal corporation, and MARK NUAIMI (“EMPLOYEE”), an individual.

2. RECITALS

2.1. EMPLOYEE was hired by the TOWN as Town Manager, an at will employee, serving at the pleasure of THE TOWN Council of THE TOWN pursuant to a written contract (“CONTRACT”), including amendments, a copy of which is on file with the Town Clerk’s Office.

2.2. Since joining the organization on July 6, 2010, EMPLOYEE has performed his duties to the satisfaction of the TOWN Council members, receiving annual performance reviews ranking his performance between “Above Average” to “Excellent” and has seen continued growth in the satisfaction of the TOWN Council through each subsequent performance review;

2.3 During the three years as TOWN Manager, EMPLOYEE has initiated, supervised, or delivered capital improvements, community enhancements, and organizational improvements. Projects such as Phase 1 of the Essig Park Development, a replacement Animal Shelter, a General Plan and Development Code Updates, Affordable Senior Housing, and Employee Pension and Benefits comprehensive Reform are included;

2.4 Notwithstanding the foregoing, the EMPLOYEE has become the focal point of a political divide in the community. There exists a bona fide dispute of fact as to whether the TOWN has any basis to claim that EMPLOYEE ever conducted himself within the defined parameters set forth in Section 3.4 of his CONTRACT (the “Dispute”). However, TOWN and EMPLOYEE agree that the EMPLOYEE’s immediate dismissal without cause is in the best interest of the TOWN in that all EMPLOYEE’s waivers of claims herein are made in consideration for TOWN’S agreement to dismiss EMPLOYEE without cause and waive any claims it may have in Dispute with EMPLOYEE. Such not-for-cause dismissal will allow the TOWN to immediately replace EMPLOYEE so that the TOWN can focus on the many challenges presently facing the community, and will secure the Town valuable protections from any and all legal claims that might be asserted by EMPLOYEE;

2.5 The TOWN and EMPLOYEE mutually agree that EMPLOYEE shall be dismissed without cause, with an effective non-cause dismissal date of August __, 2013 (“SEVERANCE DATE”). Notwithstanding any other provision of EMPLOYEE’S CONTRACT, the termination of EMPLOYEE’S CONTRACT shall be contemporaneous with the effective date of this AGREEMENT (as further described in Section 4). The TOWN and EMPLOYEE wish to enter into a severance arrangement that will facilitate a smooth transition for the TOWN and EMPLOYEE. The TOWN has agreed to provide EMPLOYEE the release of an official statement, as contained in Exhibit “A”, pertaining to the SEVERANCE of EMPLOYEE, as detailed in section 3.3 of this AGREEMENT.

2.6 This AGREEMENT is therefore entered into by the TOWN and EMPLOYEE to document the parties' agreement regarding the terms of EMPLOYEE's dismissal from the TOWN. This AGREEMENT, combined with the official statement as contained in Exhibit "A" provided herein, is made in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against the TOWN, including but not limited to its officials, employees, attorneys and agents. Accordingly, the parties hereby intend by this AGREEMENT to mutually conclude any and all employment relationships between the TOWN and EMPLOYEE by means of EMPLOYEE's non-cause dismissal, and with this AGREEMENT setting forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the TOWN and any obligations related thereto, including any provided under the CONTRACT.

2.6 In accordance with this AGREEMENT and applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of any post-employment rights that may exist for EMPLOYEE, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Age Discrimination in Employment Act of 1967 ("ADEA") and the Older Workers Benefit Protection Act of 1990 ("OWBPA").

3. CONSIDERATION

In consideration for the Town's dismissal of EMPLOYEE on a not-for-cause basis:

3.1 EMPLOYEE shall receive payment to him at the time of his SEVERANCE DATE of all earned salary, accrued fringe benefits as detailed in the CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon dismissal from employment as required by law or the CONTRACT or any other agreement with the TOWN. EMPLOYEE and the TOWN agree that because the TOWN initiated his dismissal from employment with the TOWN, under CONTRACT Section 4.1(c), EMPLOYEE is entitled to severance pay in accordance with the terms of the CONTRACT. Specifically, the TOWN shall provide EMPLOYEE with eight (8) months' salary ("SALARY PAYMENT") and continuation of EMPLOYEE's health benefits as of the EMPLOYEE's SEVERANCE DATE, for twelve (12) months or until EMPLOYEE finds other employment, whichever comes first.

3.2 EMPLOYEE and the TOWN agree that EMPLOYEE's severance pay shall be paid as follows: half of EMPLOYEE's severance pay shall be paid within thirty (30) days of EMPLOYEE's SEVERANCE DATE to provide EMPLOYEE the statutorily required AGREEMENT review period, discussed in Sections 4(c) and (g) below; the balance of the SALARY PAYMENT shall be paid monthly commencing ninety (90) days after EMPLOYEE's SEVERANCE DATE.

3.3 In consideration of the releases provided by EMPLOYEE hereunder, TOWN agrees to forebear from pursuing any claim TOWN may have as to the Dispute to the extent such claims may be known as of the EFFECTIVE DATE hereof; this forbearance is subject to Section ___ hereof. TOWN further agrees it shall release the official statement (or press release) as contained in Exhibit "A" pertaining to the SEVERANCE of EMPLOYEE in exchange for the

general release and waiver of any and all claims EMPLOYEE may have against the TOWN, including but not limited to the TOWN's officials, employees, attorneys and agents, as discussed in sections 3.4 and 3.5 below.

3.4 In exchange for the consideration described in Section 3.3, EMPLOYEE agrees to cooperate with, be available for, and assist the Town Council, Town Attorney, and Interim Town Manager on an "as needed" basis for a transition period, expected to last for approximately 90-120 days, during which time the TOWN will seek a permanent Town Manager. EMPLOYEE agrees to provide the TOWN with consultation services (including deposition or trial testimony) in any litigation involving the TOWN which is reasonably related to acts or occurrences transpiring during his employment. The TOWN understands and accepts that EMPLOYEE shall not always be available for consultation and the parties agree to cooperate so as to not interfere with any other employment EMPLOYEE may obtain following his separation. It is expected that no more than five (5) hours per week of EMPLOYEE's time shall be used for the consultation described in this paragraph, which shall be done by phone whenever practical.

3.5 Additionally, in exchange for the consideration described in Section 3.3, EMPLOYEE agrees, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges the TOWN, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "TOWN PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of employment up to and including the SEVERANCE DATE (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of the CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA, HIPAA, ADEA or OWBPA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Public Safety Officers Procedural Bill of Right Act, and any

other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. **SPECIFIC ACKNOWLEDGEMENT OF WAIVER OF CLAIMS UNDER THE ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, as described in section 3.3 of the AGREEMENT, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE **has seven (7) days following his execution of this AGREEMENT** to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE TOWN pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and eight (8) days have passed since EMPLOYEE's execution.

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that may require a more detailed specification of claims being released pursuant to Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters

pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against the TOWN or the TOWN PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless the TOWN or the TOWN PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE agrees fully to indemnify and hold the TOWN PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Employment-Related Indemnification: The TOWN and EMPLOYEE agree that EMPLOYEE is indemnified in relation to his employment as TOWN MANAGER as provided in CONTRACT section 8.7. The parties further agree that EMPLOYEE shall be indemnified as provided by state law, specifically, as provided in and detailed by Government Code sections 995 and 996. et seq., and that the TOWN shall have no further indemnification obligations to EMPLOYEE related to his employment as TOWN MANAGER apart from those provided by CONTRACT section 8.7 and Government Code sections 995 - 996.

7.8 Return of Confidential Information and Property: Prior to the SEVERANCE DATE, EMPLOYEE shall submit a written inventory of, and return to the TOWN Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with the TOWN.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against the TOWN or the TOWN PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court

assumes jurisdiction of any such complaint or charge against the TOWN or the TOWN PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Defaults: In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this AGREEMENT, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this AGREEMENT.

In addition to the rights provided in the "Attorneys' Fees" section below, EMPLOYEE acknowledges and agrees that any material breach of this AGREEMENT, unless such breach constitutes a legal action by EMPLOYEE challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, will entitle the TOWN to immediately cease providing the consideration provided to EMPLOYEE under this AGREEMENT as stated at Section 3.3, and to obtain damages, except as provided by law. Upon any breach of this AGREEMENT by EMPLOYEE, the TOWN may immediately reinstate any and all claims TOWN may have with respect to the Dispute. The failure by one party to require performance of any provision hereof shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

7.13 Attorneys' Fees: Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either party brings an action to enforce or effect its rights under this AGREEMENT, the prevailing party will be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

7.14 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.3. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.4. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.5. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.6. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE: Mark Nuaimi
At EMPLOYEE's home address on file with the TOWN.

As to the TOWN: Mayor, Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

With a copy to:

Lona Laymon, Esq.,
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612

IN WITNESS WHEREOF, the TOWN has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for the TOWN and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Mark Nuaimi

THE TOWN

DATED: _____

By: _____
Merl Abel, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Lona Laymon, Town Attorney

EXHIBIT "A"

Joint Press Release: Yucca Valley Town Council and Mark Nuaimi

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**TOWN OF YUCCA VALLEY
SECOND AMENDED & RESTATED EMPLOYMENT AGREEMENT
For the Position of
TOWN MANAGER**

This SECOND AMENDED & RESTATED EMPLOYMENT AGREEMENT ("Second Amended Agreement") is entered this 5th day of February, 2013, by and between the TOWN OF YUCCA VALLEY ("Town"), a California general law Town and municipal corporation, and MARK NUAIMI ("Employee"), an individual.

R E C I T A L S

WHEREAS, it is the desire of the Town Council of the Town of Yucca Valley (hereinafter the "Town Council") to employ an individual to serve in the position of Town Manager, which position is prescribed by state law and the City's Municipal Code; and

WHEREAS, on June 6, 2010, Employee was hired for the position of Town Manager pursuant to an "Employment Agreement" executed June 17, 2010 (the "Original Agreement"). On May 17, 2011, the Original Agreement was amended to increase the amount of Employee's contribution towards the cost of retirement from 2% to 8%, resulting in a reduced cost to the Town and a decrease in total compensation to Employee ("First Amendment"). There have been no other amendments to the Original Agreement or First Amendment since.

WHEREAS, it is the desire of the Town Council to (i) retain the services of Employee after having competently served the Town since July 6, 2010, (ii) have Employee perform all of the regular functions of the Town Manager pursuant to the codes and regulations of Town, (iii) to provide inducement to Employee to maintain such employment, and (iv) to establish the terms and conditions of Employee's services to the Town through this Second Amended Agreement; and

WHEREAS, Employee has the necessary level of education, having earned a Master's Degree in Business Administration from the University of La Verne and a bachelor's degree in electrical engineering from California State Polytechnic University, Pomona; and

WHEREAS, Employee has demonstrated the requisite skills and expertise to fulfill such position during the over two years of service with the Town, along with the practical experience by serving as Assistant City Manager for over three years with the City of Colton, serving in an elected capacity as Mayor/Councilman for over thirteen years with the City of Fontana, and Employee desires to maintain employment with the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, Town and Employee hereby agree as follows:

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

1.1 Duties. Town hereby employs Employee as Town Manager for the Town to perform the functions and duties of that position, as described in the Yucca Valley Municipal Code, and to perform such other duties and functions as the Town Council shall from time to time assign. Employee acknowledges that his duties shall include services to the Successor Agency to the Yucca Valley Redevelopment Agency since the Town Manager also served as the Redevelopment Agency's Executive Director. Employee further agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. Employee acknowledges that proper performance of the duties of the Town Manager will often require the performance of necessary services outside of normal business hours. However, the Town intends that reasonable time off be permitted to Employee, such as is customary for exempt management employees, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities.

(a) Employee shall focus his or her professional time, ability, and attention to Town business during the term of this Second Amended Agreement.

(b) Employee shall not engage, without the express prior written consent of the Town Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the Town, that might cause a conflict-of-interest with the Town, or that otherwise might interfere with the business or operation of the Town or the satisfactory performance of Employee's duties as Town Manager.

(c) The Employee understands the Town Council belief that Employee's position as Town Manager shall require significant time, attention, and focus of priority such that it is not possible for Employee to fulfill his obligations as Town Manager while serving in any elected or appointed capacity for another governmental agency.

1.4 Employment Status. Employee shall serve at the will and pleasure of the Town Council under this Second Amended Agreement and understands he is an "at-will" employee serving at the pleasure of Town Council and subject to termination by the Town at any time, as set forth in Section 3.3 below.

1.5 Town Documents. All data, studies, reports, and other documents prepared by Employee while performing his duties during the term of this Second Amended Agreement shall be furnished to and become the property of the Town, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer

program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Second Amended Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Town Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Second Amended Agreement, except as required by law.

1.6 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Second Amended Agreement, Employee shall be compensated One Hundred and Ninety Thousand and 00/100 Dollars (\$190,000.00) annually (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of Town are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Deferred Compensation. Town agrees to pay an amount according to the following payment schedule on Employee’s behalf into a qualified 401(a) plan established by the Town:

- (a) Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500) on 1/8/13;
- (b) Fifteen Thousand and 00/100 Dollars (\$15,000) on 1/8/14;
- (c) Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500) on 1/8/15;
- (d) Twenty Thousand and 00/100 Dollars (\$20,000) on 1/8/16.

Such payment shall be made to Employee’s account during the term of the Employee’s employment as Town Manager, unless Employee elects, with Town’s consent, to pay this directly to Employee as current salary.

2.3 Cost of Living Increase. In exchange for increased deferred compensation schedule, Town will not be required to provide a cost of living adjustment in Employee’s base salary throughout the term of this Second Amended Agreement.

2.4 Annual Salary Review. The Town has the right, but not the obligation, to conduct an annual salary review of Employee concurrently with the annual performance evaluation set forth in Section 5.2. The Employee agrees to a freeze in Salary (as defined above) for the duration of this Second Amended Agreement.

2.5 Reimbursement. Notwithstanding Section 2.6, Town shall reimburse Employee for reasonable and necessary travel greater than 75 miles from Yucca Valley, subsistence, and other business expenses incurred by Employee in the performance of his duties. There shall be no reimbursement for commuting-relating travel expenses. All reimbursements shall be subject to and in accordance with California law and the Town’s adopted Employee Reimbursement Policy.

2.6 Automobile Allowance. Employee's duties require the extensive use of an automobile in the normal course of business. Accordingly, Employee shall receive an automobile allowance of up to Six Hundred Dollars (\$600) monthly to be paid when the other Department Heads receive their automobile allowances. Both parties acknowledge that it will be occasionally necessary for Employee to utilize a 4-wheel drive Town-owned pool car to access areas of Yucca Valley or the surrounding communities and use of such a vehicle shall not affect Employee's automotive allowance.

3.0 TERM

3.1 Commencement & Effective Date. This Second Amendment shall commence on February 5th, 2013. Certain provisions of this Agreement require an effective date of July 1, 2012. This Second Amended Agreement restates and supersedes the Original Agreement and First Amendment.

3.2 Term. This Second Amended Agreement shall remain in effect until June 30, 2016, at the conclusion of which this Second Amended Agreement shall automatically terminate. The Term of this Second Amended Agreement may be extended upon mutual concurrence from the Town and the Employee.

3.3 Termination by Town Council or Employee. The Town Council may terminate this Second Amended Agreement at any time with or without cause and without prior notice or hearing. Employee may terminate this Second Amended Agreement at any time following commencement of services, with or without cause, upon at least one hundred twenty (120) days' written notice before the effective date of termination of the Second Amended Agreement, unless a shorter period is acceptable to the Town.

3.4 Definition of Cause. For the purposes of this Second Amended Agreement, "cause" for termination shall include, but not be limited to, the following: theft or attempted theft, financial mismanagement, material dishonesty, willful or persistent material breach of duties, engaging in unlawful discrimination or harassment of employees or any third party while on Town premises or time, conviction of a felony, engaging in conduct tending to bring embarrassment or disrepute to the Town, unauthorized or excessive absences, willful misconduct as defined in Yucca Valley Municipal Code § 2.08.100, or similar matters.

3.5 Waiver of Certain Termination Rights. Employee expressly waives any rights provided under the City's Personnel System or Policies, and any rights provided to the Town Manager under the Yucca Valley Municipal Code or under State or Federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights Employee may have under the California or Federal Constitutions to a name-clearing hearing.

4.0 SEVERANCE

4.1 Severance. In the event the Town terminates this Second Amended Agreement for cause, Employee shall have the severance rights provided in Yucca Valley Municipal Code § 2.08.090, except as otherwise specifically provided in this Article 4.0. Section 2.08.090 and this Article shall constitute the sole and only entitlement of Employee in the event of termination

for cause, and Employee expressly waives any and all other rights except as provided herein. Nothing in this paragraph shall be construed as precluding Employee's right to contest the appropriateness of termination in San Bernardino Superior Court or any court of competent jurisdiction or otherwise enforce the provisions of this Second Amended Agreement.

(a) Severance Pay. In the event of termination of Employee by the Town without cause, the Town shall provide the Employee with: (1) Eight (8) months Salary; and (2) continuation of Employee's health benefits as of the time of termination, for twelve (12) months or until Employee finds other employment, whichever occurs first. The Salary severance payment required under this subparagraph shall be increased by one (1) month on an annual basis, beginning January 8, 2014, except that under no circumstances shall the total Salary severance payment exceed twelve (12) months.

(b) Application of Government Code Provisions. Notwithstanding any other provision of this Second Amended Agreement, the following State law restrictions upon Employee's Salary and benefits shall take precedent:

- a. Government Code Section 53260 provides that all contracts of employment with a Town must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly Salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. The severance payments provided for in this Article 4.0 are so limited by this provision and under no circumstances may any severance payment be made to Employee except after amendment of this Article 4.0.
- b. If this Second Amended Agreement provides for: (1) paid leave for the official pending an investigation; (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to Employees' termination, such sums shall be fully reimbursed by Employee to the Town if the Employee is convicted of a crime involving abuse of his or her office or position. All provisions of Government Code § 53243.3 shall take precedence over the terms of this Second Amended Agreement.
- c. Notwithstanding any other provisions of this Second Amended Agreement, it shall be prohibited for this Second Amended Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511.2 is hereby incorporated into the terms of this Second Amendment as follows:

"On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

- (a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5" (i.e., a cash settlement that exceeds 18 months of the Salary and benefits).

(c) No Severance Pay if Termination Initiated by Employee. Employee expressly agrees that he shall not be entitled to any severance payment as the result of the termination of this Second Amended Agreement if such termination is initiated by Employee.

4.2 Payment. Half of any severance payment required under this Article shall be paid within ten (10) days of termination. The balance of the Salary payment shall be paid monthly following ninety (90) days following the date of separation.

5.0 PERFORMANCE EVALUATIONS.

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Town. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Second Amended Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The Town Council shall conduct a review and evaluate the performance of Employee on an annual basis, commencing January 8, 2014 and annually thereafter during the term of the Employee's employment as Town Manager. The review and evaluation shall be in accordance with specific criteria developed jointly by the Town Council and Employee. The evaluation shall be predicated on such criteria, as well as any other deemed appropriate by the Town Council, provided it is communicated in writing to Employee. Thereafter, the Town Council shall provide Employee with a written summary statement of the performance evaluation and shall provide an opportunity for Employee to discuss the contents thereof with him for the purpose of improving the overall effectiveness of Employee in his position, including an opportunity for Employee to comment on the evaluation should Employee so elect.

5.3 Goals and Objectives. Annually, the Town Council and the Employee shall define goals and performance objectives that they determine are necessary for the proper operation of the Town and, in the attainment of the Town Council's policy objectives, shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals and objectives shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided.

6.0 FRINGE BENEFITS AND OTHER COMPENSATION.

6.1 Annual Leave.

(a) Vacation – Employee currently accrues vacation at a rate equivalent to Eighty (80) Hours per year (which accrual shall be consistent with the Town's adopted vacation

accrual policy). Effective July 6, 2013, the rate of accrual will increase to fifteen (15) days of vacation per year, 4.62 hours accrued per pay period.

(b) Paid Time Off (PTO) Leave -- Effective July 1, 2012, the Employee shall receive One Hundred Sixty (160) hours of PTO Leave per fiscal year. Town Council may elect to reduce PTO to Eighty (80) hours upon determination by a majority of the Council that the Employee's efforts don't warrant additional award of PTO. Such determination shall be included in the Annual Performance Evaluation.

(c) Employee shall accrue on the same basis as other Town Management Employees the maximum level of sick leave, holiday, and other benefits as given in an equal number to other Department Heads of the Town.

6.2 Health and Life Insurance. Town agrees to put into force and to make such premium payments for Employee for insurance policies for life, accident, sickness, dental, vision, short and long-term disability income benefits, major medical and dependents' coverage group insurance covering Employee and his dependents to the same level as the other Management Employees receive. Notwithstanding the forgoing, the Town agrees that the life insurance provided for the benefit of the Employee's beneficiaries shall be term life insurance in an amount equal to two times (2x) Employee's annual base salary plus deferred compensation.

6.3 Other Benefits.

(a) Employee shall receive the same PERS benefit provided to non-sworn department heads. Employee agrees to pay eight percent (8%) towards the employee portion of the PERS premiums. The amount of Employee's share toward PERS benefit shall be set at the same amount as other non-sworn department heads.

(b) Except as otherwise described in this Article 6, Town agrees to give the Employee all other benefits that are given to other Town Department Heads generally.

7.0 OTHER TERMS – CONDITIONS OF EMPLOYMENT

7.1 Dues, Subscriptions and License Fees. Town agrees to pay for the professional dues and subscriptions necessary for Employee's full participation in national, state, regional and local associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the Town. Town also agrees to pay for or reimburse Employee for fees necessary to maintain professional licenses in possession of Employee.

7.2 Professional Development.

(a) Town agrees to pay travel and subsistence expenses of Employee, subject to the City's travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Town including, but not limited to, the annual conferences of the International City Management Association, the League of California Cities City Managers' Department Meeting and other such national, regional, state and local government groups and committees on which Employee serves as a member, provided such travel and membership is approved by the Town Council.

(b) Town also agrees to pay travel and subsistence expenses of Employee for short courses, institutes and seminars necessary for Employee's professional development and the good of the Town, provided such activities are approved by the Town Council.

7.3 Other Terms. The Town Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions are reduced to writing and signed by Employee and the Town Council.

7.4 No Singular Reduction of Benefits. Town shall not during the term of this Second Amended Agreement reduce the base salary or other financial benefits of Employee, except to the degree that such reduction is applied across-the-board to all Department Heads, or as agreed to by the Employee, and/or except to the extent that they are inconsistent with the provisions hereof, in which case the provisions hereof shall govern.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement. This Second Amended Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to Employee's employment by Town, including the Prior Contract, and contains all of the covenants and agreements between the parties with respect to such employment. No ordinances or resolutions of Town governing employment, including the City's Personnel System, shall apply unless specified herein. Each party to this Second Amended Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, that are not embodied herein, and that no other agreement, statement or promises not contained in this Second Amended Agreement shall be valid or binding upon either party.

8.2 Notices. Any notice required or permitted by this Second Amended Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To Town:

Attn: Mayor
Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

To Employee:

Mark Nuaimi
4932 Toronto Avenue
Fontana, CA 92336

w/copy to:

Town Attorney
c/o Aleshire & Wynder, LLP
18881 Von Karman Ave, #400
Irvine, CA 92612

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

8.3 Conflicts Prohibited. During the term of this Second Amended Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of Employee's duties under this Second Amended Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on the Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

8.4 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Second Amended Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.5 Partial Invalidity. If any provision in this Second Amended Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.6 Governing Law. This Second Amended Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution.

8.7 Indemnification. Town shall defend, indemnify and hold harmless Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Second

Amended Agreement, the First Amendment and Original Agreement. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section shall not apply to any intentional tort or crime committed by Employee, to any action resulting from fraud, corruption or malice of Employee, to any action outside the course and scope of the services provided by Employee under the Second Amended Agreement, the First Amendment and Original Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

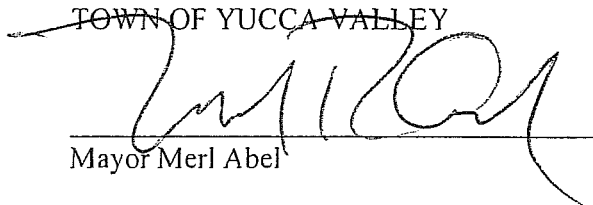
8.8 Independent Legal Advice. Town and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Second Amended Agreement. Town and Employee further represent and warrant that each has carefully reviewed this entire Second Amended Agreement, and that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Second Amended Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

8.9 Assignment. Neither this Second Amended Agreement, nor any right, privilege, nor obligation of Employee hereunder, shall be assigned or transferred by Employee without the prior written consent of the Town. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Town, be null and void and may be considered a material breach hereof.

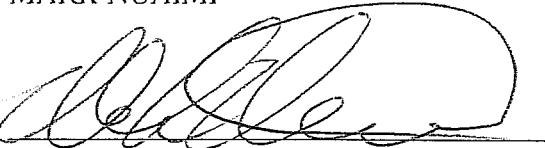
8.10 Bonding. Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Town of Yucca Valley has caused this Second Amended Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Employee has signed and executed this Second Amended Agreement, the day and year below written.

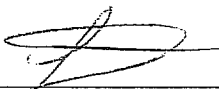
TOWN OF YUCCA VALLEY


Mayor Merl Abel

MARK NUAIMI


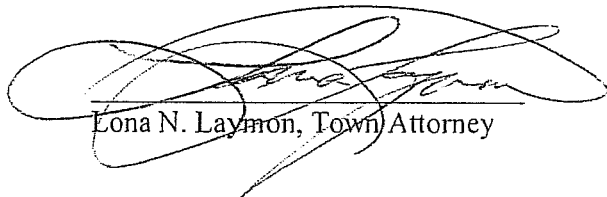
Mark Nuaimi

ATTEST:



Town Clerk

APPROVED AS TO FORM



Lona N. Laymon, Town Attorney