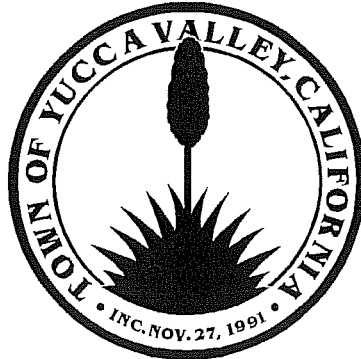


**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING**



*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, OCTOBER 1, 2013  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA 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](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY OCTOBER 1, 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](http://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** Pastor Tye Bridges, Calvary Christian Fellowship

**PRESENTATION**

1. Town Employee of the 2<sup>nd</sup> Quarter, 2013

**AGENCY REPORTS**

**Yucca Valley Chamber of Commerce**

2. Yucca Valley Chamber of Commerce Monthly Report

**APPROVAL OF AGENDA**

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

1-3 4. City of Needles 100 Years of Incorporation, Resolution No.

**Recommendation: Adopt the Resolution, congratulating the City of Needles for 100 years of incorporation.**

4-19 5. Warrant Register

**Recommendation: Ratify the Payroll Registers total of \$311,099.41 for checks dated August 30, 2013 to September 13, 2013; Ratify the Warrant Registers total of \$696,218.97 for checks dated September 5, 2013 to September 19, 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 3-5)**

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

**DEPARTMENT REPORT**

20-48 6. FY 2013-14 Community Partnerships

**Recommendation:**

**A. Approve the Facility Use Agreement and partnership funding in the amount of \$32,000 for FY 2013-14 Facility Use and Youth Programming Activities with the Boys and Girls Club of the Hi Desert, and direct staff**

to continue working with the Club to identify potential areas of future collaboration;

- B. Approve the Scope of Services schedule between the Town and the Yucca Valley Chamber of Commerce for FY 2013-14 Partnership Activities, and allocate funding in the amount of \$20,000 for FY 2013-14 Partnership Activities;
- C. Approve Amendment Number One to the Lease Agreement between the Town and the Desert Regional Tourism Agency, allocate funding in the amount of \$25,000 for both unfunded FY 2012-13 and FY 2013-14 (\$7,000 & \$18,000 respectively) activities, and allocate \$18,000 in one-time funds to accommodate the proposed lease amendment;
- D. Amend the FY 2013-14 Adopted Budget by \$48,000 as indicated to accommodate the recommendations.

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

- 49-88 7. Implementation of Town Council Policy & Budget Direction  
Park Maintenance Transition Plan  
Youth Sports Park Draft Lease Agreement

**Recommendation: Approve the Draft Lease between the Town of Yucca Valley and the Boys & Girls Club of the Hi-Desert, authorizing the Mayor and Town Attorney to sign the lease, and authorizing the Town Attorney to make non-substantive changes as necessary to finalize the Lease.**

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

- 89-99 8. Ordinance No.  
Pit Bull & Pit Bull Type Dogs  
Mandatory Spay and Neuter

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, ADDING TO TITLE 10 CHAPTER 10.02 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE RELATING TO ANIMAL CONTROL BY ADDING SECTIONS 10.02.175 AUTHORIZING MANDATORY SPAYING AND NEUTERING OF PIT BULLS

**Recommendation: Introduce the Ordinance, establishing mandatory spay and neuter regulations for pit bulls and pit bull type dogs.**

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

- 100-113 9. Council Appointment to the San Bernardino County Homeless Partnership and Interagency Council on Homelessness

**Recommendation: Determine if any Council Members wish to serve on the Interagency Council on Homelessness (ICH) and appoint a representative (and alternate, if desired) as appropriate**

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

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

## ANNOUNCEMENTS

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

**6:00 p.m., Tuesday, October 1, 2013, Yucca Valley Community Center Yucca Room**

## 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 <sup>st</sup> 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	12:00 p.m. last Thurs.	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

SUBDIVISION COMMITTEE

HUNTINGTON  
LEONE

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle
Date: September 27, 2013
For Council Meeting: October 1, 2013

Subject: Resolution NO. 13-
City of Needles 100 years of Incorporation

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

Recommendation: That the Town Council adopts the Resolution, congratulating the City of Needles for 100 years of incorporation.

Executive Summary: The City of Needles incorporated in 1913. The Resolution acknowledges and congratulates the City of Needles for 100 years of providing services to their community.

Order of Procedure:

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

Discussion: The City of Needles incorporated in 1913. The Resolution acknowledges and congratulates the City of Needles for 100 years of providing services to their community.

Alternatives: Staff recommends no alternative action.

Fiscal impact: NA

Attachments: Resolution

Reviewed By:

Handwritten signatures and lines for Town Manager, Town Attorney, Mgmt Services, and Dept Head.

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

Resolution No. 13-

A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF YUCCA VALLEY, CALIFORNIA, CONGRATULATING  
THE CITY OF NEEDLES FOR 100 YEARS OF PROVIDING  
SERIVCES TO THEIR COMMUNITY

WHEREAS, the City of Needles incorporated in 1913; and

WHEREAS, the City of Needles has provided public services to the residents and visitors to Needles during those 100 years; and

WHEREAS, the City of Needles is proud to celebrate its 100<sup>th</sup> anniversary as an incorporated city;

WHEREAS, the centennial is a milestone reflecting hard work and accomplishment made possible by a dedicated community; and

WHEREAS, over the years, the City of Needles has demonstrated commitment to providing public services and community outreach; and

WHEREAS, this proud City, and the community members and staff who support it, proudly accept the challenge to continue providing quality services to their community; and

WHEREAS, the City of Needles also looks forward to welcoming another 100 years of success through community spirit, unity, and dedication;

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY  
RESOLVES AS FOLLOWS.

**Section 1:** The Town Council of the Town of Yucca Valley congratulates the City of Needles for providing quality services to its residents and visitors for 100 years.

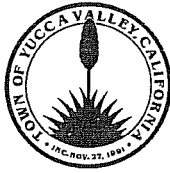
**Section 2:** The Town Council of the Town of Yucca Valley, California acknowledges the demonstrated commitment by the City of Needles and looks forward to the next 100 years of incorporation for the City of Needles.

APPROVED AND ADOPTED THIS 1<sup>st</sup> day of October, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** September 24, 2013  
**Council Meeting:** October 1, 2013  
**Subject:** Warrant Register

**Recommendation:**

Ratify the Payroll Registers total of \$ 311,099.41, for checks dated August 30, 2013 to September 13, 2013.  
Ratify the Warrant Registers total of \$ 696,218.97 for checks dated September 5, 2013 to September 19, 2013.

**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 Item)

**Attachments:**

- Payroll Register No. 8 dated August 30, 2013 total of \$ 115,493.62
- Payroll Register No. 10/1 dated September 3, 2013 total of \$ 76,806.25
- Payroll Register No. 10/2 dated September 13, 2013 total of \$ 118,799.54
- Warrant Register No. 15 dated September 5, 2013 total of \$ 433,690.62
- Warrant Register No. 17 dated September 19, 2013 total of \$ 262,528.35

Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Admin. Services

  
Finance

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Department Report  | <input type="checkbox"/> Ordinance Action         | <input type="checkbox"/> Resolution Action | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Consent | <input checked="" type="checkbox"/> Minute Action | <input type="checkbox"/> Receive and File  | <input type="checkbox"/> Study Item     |

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 08**  
**CHECK DATE - August 30 2013**

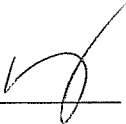
Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$107,272.79
Gas Tax Fund	8,220.83
Successor Agency	<u>0.00</u> **

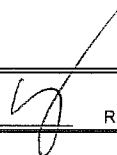

<b>Grand Total Payroll</b>	<u><u>\$115,493.62</u></u>
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**\*\*This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 08 - Paid 08/30/2013  
(August 10, 2013 - August 23, 2013)  
Checks: 4740 - 4750

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$4,393.83		\$4,393.83
Direct Deposit	65,077.32	-	65,077.32
Sub-total	69,471.15		69,471.15
<b><u>Employee Tax Withholding</u></b>			
Federal	10,620.20		10,620.20
Medicare	1,252.17	1,252.15	2,504.32
SDI - EE	-	-	-
State	3,375.08		3,375.08
Sub-total	15,247.45	1,252.15	16,499.60
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	652.07	652.07
Deferred Compensation	1,626.71	-	1,626.71
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 6.25 %	160.97		160.97
PERS EE - Contribution 7%	907.69		907.69
PERS EE - Contribution 8%	5,275.75		5,275.75
PERS Retirement - Employer 6.25 %	-	160.97	160.97
PERS Retirement - Employer 7.846 %	-	1,043.71	1,043.71
PERS Retirement - Employer 18.586 %	-	12,866.11	12,866.11
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		-	-
Other Post Employee Benefit's		1,543.60	1,543.60
Unemployment Insurance		1,605.54	1,605.54
Workers' Compensation		3,669.75	3,669.75
Sub-total	7,981.12	21,541.75	29,522.87
<b>Gross Payroll</b>	<b>\$92,699.72</b>	<b>\$22,793.90</b>	<b>\$115,493.62</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		



**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 10/1 Special Payroll**  
**CHECK DATE - September 03, 2013**

Fund Distribution Breakdown

**Fund Distribution**

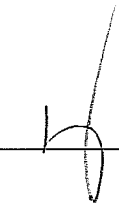
General Fund	\$76,806.25
Gas Tax Fund	0.00
Successor Agency	0.00 **
	<hr/>

**Grand Total Payroll**

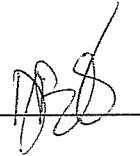
\$76,806.25

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

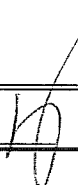
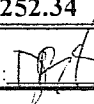
Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 10/1 - Paid 09/03/2013 Special Payroll  
(August 24, 2013 - August 30, 2013)  
Checks: 0000 - 0000

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$0.00		\$0.00
Direct Deposit	37,198.46	-	37,198.46
Sub-total	37,198.46		37,198.46
<b><u>Employee Tax Withholding</u></b>			
Federal	27,132.61		27,132.61
Medicare	1,392.33	1,089.25	2,481.58
SDI - EE	-	-	-
State	9,397.40		9,397.40
Sub-total	37,922.34	1,089.25	39,011.59
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	-	-	-
PERS Survivor Benefit	-	-	-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-	-	-
American Fidelity After-Tax	-	-	-
American Fidelity-FSA	-	-	-
PERS EE - Contribution 6.25%	-	-	-
PERS EE - Contribution 7%	-	-	-
PERS EE - Contribution 8%	131.54		131.54
PERS Retirement - Employer 6.25%	-	-	-
PERS Retirement - Employer 7.846%	-	-	-
PERS Retirement - Employer 18.586%	-	320.79	320.79
Wage Garnishment - Employee	-	-	-
Life & Disability Insurance		-	-
Unemployment Insurance		28.77	28.77
Other Post Employee Benefit's		49.33	49.33
Workers' Compensation		65.77	65.77
Sub-total	131.54	464.66	596.20
<b>Gross Payroll</b>	<b>\$75,252.34</b>	<b>\$1,553.91</b>	<b>\$76,806.25</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 10/2**  
**CHECK DATE - September 13, 2013**

Fund Distribution Breakdown

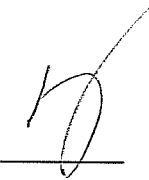
**Fund Distribution**

General Fund	\$109,458.06
Gas Tax Fund	9,341.48
Successor Agency	<u>0.00</u> **

<b>Grand Total Payroll</b>	<b><u><u>\$118,799.54</u></u></b>
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**\*\*This is not an obligation of the Town of Yucca Valley.**

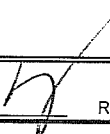
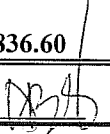
Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 10/2 - Paid 09/13/2013  
(August 24, 2013 - September 06, 2013)  
Checks: 4751 - 4756

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,455.24		\$3,455.24
Direct Deposit	57,676.45	-	57,676.45
Sub-total	61,131.69		61,131.69
<b><u>Employee Tax Withholding</u></b>			
Federal	10,064.40		10,064.40
Medicare	1,140.15	1,140.16	2,280.31
SDI - EE	-	-	-
State	3,057.43		3,057.43
Sub-total	14,261.98	1,140.16	15,402.14
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	2,279.87	817.01	3,096.88
PERS Survivor Benefit	34.00		34.00
Health Café Plan	1,693.81	11,077.34	12,771.15
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 %	160.97		160.97
PERS EE - Contribution 7%	909.46		909.46
PERS EE - Contribution 8%	4,551.62		4,551.62
PERS Retirement - Employer 6.25 %	-	160.97	160.97
PERS Retirement - Employer 7.846 %	-	1,045.74	1,045.74
PERS Retirement - Employer 18.586 %	-	11,100.11	11,100.11
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		774.13	774.13
Other Post Employee Benefit's		2,219.63	2,219.63
Unemployment Insurance		1,408.48	1,408.48
Workers' Compensation		3,219.37	3,219.37
Sub-total	10,442.93	31,822.78	42,265.71
<b>Gross Payroll</b>	<b>\$85,836.60</b>	<b>\$32,962.94</b>	<b>\$118,799.54</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 15  
CHECK DATE - SEPTEMBER 5, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 43289 to # 43379 are valid

GENERAL FUND # 001	\$414,490.73
CENTRAL SUPPLIES FUND # 100	3,173.04
CUP DEPOSITS FUND # 200	5,200.46
COPS-LLESA FUND # 511	38.01
AB2928 STATE CONSTRUCTION FUND # 513	352.50
GAS TAX FUND # 515	7,241.78
MEASURE I 2010-2040 FUND #524	133.05
CAPITAL PROJECTS FUND # 800	3,061.05
<b>GRAND TOTAL</b>	<b><u><u>\$433,690.62</u></u></b>

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**

**September 5, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	43289	Government Outreach	FY 13/14 Annual License	\$ 6,600.00
	43291	Action Pumping, Inc.	Annual Septic Maintenance	160.00
	43292	Aleshire & Wynder, LLC	July 2013 Professional Service	9,891.00
	43293	Ruth Alkire	Contract Instructor	49.00
	43294	Alsco/American Linen, Inc.	Parks Uniform Service	150.84
	43295	Janet Anderson	09/13 Insurance Reimbursement	975.25
	43296	Arrowhead Mountain Water	Office Supplies	72.32
	43297	AssetWorks, Inc.	FY 13/14 Asset Mgt. Software	1,560.00
	43298	AT & T Mobility	Cell Phone Service	305.47
	43299	Big 5 Corp.	Recreation Program Expense	21.56
	43300	Cheyenne Bonnell	Contract Instructor	50.40
	43301	Carol Boyer	Contract Instructor	60.20
	43302	Brian's Lockshop	Shelter Door Lock System	6,515.28
	43303	C & S Electric	Facilities Maintenance	116.64
	43304	C & S Electric	Facilities Maintenance	124.57
	43306	CACEO	Membership Renewal	25.00
	43307	Charles Abbott & Assoc, Inc.	Plan Check Services	13,495.34
	43308	Chet's Appliances	Shelter Washers & Dryers	2,195.85
	43309	Janine Cleveland	Contract Instructor & Insurance Pmt	328.90
	43310	Companion Animal Clinic	Veterinary Services & Supplies	1,165.30
	43311	Corelogics Information Solutions	Property Information	150.00
	43312	Desert Images Office Equipment	Toners	368.25
	43313	Desert Hot Springs Animal Clinic	Veterinary Services	220.00
	43316	Farmer Bros. Co.	Office Supplies	160.16
	43317	Catherine Fletcher	Contract Instructor	40.60
	43318	Brad Foxworthy	Contract Instructor	26.60
	43319	Fred's Tires	Fleet Vehicle Maintenance	439.19
	43321	Gov't Finance Officers Assoc.	Membership Renewal	150.00
	43323	Graphic Penguin	Web Site Maintenance	580.00
	43324	Joy Groves	Contract Instructor	248.85
	43325	Harrison Air Conditioning	HVAC Maintenance	133.50
	43327	Lori Herbel	Contract Instructor	661.50
	43328	Hi-Desert Water	Water Service	1,372.96
	43329	Hi-Desert Publishing	Adopt-A-Pet Advertising	40.00
	43330	Intervet, Inc.	Shelter Adoption Supplies	1,910.09
	43331	Jacobsen West	Equipment Maintenance	330.72
	43333	Susan Jordan	Contract Instructor	315.00
	43334	Knorr Systems, Inc.	YVHS Pool Maintenance	2,546.92
	43335	Legacy Office Products	Office Supplies	375.80
	43336	David Luse	Contract Instructor	30.80
	43337	MuniServices, LLC	CAFR Report Services	475.00

*Town of Yucca Valley*

**Warrant Register**

**September 5, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	43338	Morongo Unified School District	Fleet Vehicle Fuel	3,850.55
	43339	NRO Engineering	Engineering Services	1,075.00
	43340	Sierra Oakes	Contract Instructor	32.20
	43341	Oasis Office Supply, Inc.	Office Supplies	37.47
	43343	Jacqueline Palmer	Replacement Payroll Check	55.51
	43344	Public Agency Retirement Svs.	June 2013 Trust Administration	300.00
	43345	Phone Solutions	Phone Repair Service	237.50
	43347	Hannah Ralston	Facility Rental Refund	365.00
	43348	Lynne Richardson	09/13 Insurance Reimbursement	501.21
	43349	Richard Sanchez	Contract Instructor	140.00
	43350	Linda Sande	Contract Instructor	23.10
	43351	SBCO-Vehicle Services	Vehicle Maintenance	395.63
	43352	SBCO Animal Care & Control	FY 12/13 Shelter Support Refund	42,538.00
	43353	SBCO Sheriff's Dept	Sept 2013 Public Safety Svs.	293,590.00
	43354	Office of the County Recorder	Filing Fees	69.00
	43355	SCE	Electric Service	1,470.70
	43356	Beverly Schmuckle	Contract Instructor	60.20
	43357	Signs by Wanda	Museum Signage	75.60
	43358	Simplot Partners, Inc.	Parks Maintenance Supplies	1,218.00
	43359	So. Cal. Gas Co.	Natural Gas	379.73
	43360	Southwest Networks, Inc.	Computer Maintenance	2,095.24
	43361	Stater Bros	Recreation Program Supplies	169.01
	43362	Steven Enterprises	Plotter Supplies & Printing	1,910.95
	43363	Tease Shirts	Recreation Program Expense	272.16
	43364	TFI Resources, Inc.	Temporary Employment Svs.	1,980.11
	43365	Time Warner Cable	Cable & Internet Service	464.62
	43367	Trophy Express	Recreation Program Expense	228.69
	43368	Vagabond Welding Supply	Facilities Maintenance	32.40
	43369	VCA Y V Animal Hospital	Veterinary Services	1,092.44
	43370	Verizon	Phone Service	4,102.45
	43373	Walmart Community	Shelter Supplies	323.47
	43374	Woods Auto Repair	Fleet Vehicle Maintenance	231.84
	43375	Guy Wulf	Sports Referee	484.00
	43376	Elizabeth (Betty) Wulf	Contract Instructor	49.00
	43377	Ray Yeager	Museum Lecture	100.00
	43379	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	101.09
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 414,490.73</b>

**Town of Yucca Valley**

**Warrant Register**

September 5, 2013

Fund	Check #	Vendor	Description	Amount
100 INTERNAL SERVICE FUND				
	43320	GE Capital Corporation	Com Dev Copier Lease	\$ 1,933.08
	43341	Oasis Office Supply, Inc.	Copy Paper	1,036.47
	43372	Valley Independent	Window Envelope Printing	203.49
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 3,173.04</b>
200 DEPOSITS				
	43315	Dynamic Development	Deposit Account Refund	\$ 4,090.46
	43339	NRO Engineering	Engineering Services	1,110.00
<b>Total 200</b>	<b>DEPOSITS</b>			<b>\$ 5,200.46</b>
511 COPS-LLESA				
	43371	Verizon Wireless	Sheriff's Office Phone Service	\$ 38.01
<b>Total 511</b>	<b>COPS-LLESA</b>			<b>\$ 38.01</b>
513 AB2928-TCRP FUND				
	43342	Overland Pacific & Cutler, Inc.	TRCP ROW Phase 3 Project	\$ 352.50
<b>Total 513</b>	<b>AB2928-TCRP FUND</b>			<b>\$ 352.50</b>
515 GAS TAX				
	43290	Ace Alternators	Streets Equipment Maintenance	\$ 144.61
	43294	Alsco/American Linen, Inc.	Streets Uniform Service	16.50
	43303	Builders Supply-Yucca Valley	Streets Supplies	179.08
	43314	Dunn Edwards Corp	Facilities Maintenance	296.51
	43322	Grainger	Streets Supplies	189.00
	43332	Johnson Machinery Co.	Streets Tractor Supplies	227.45
	43346	Quality Street Services, Inc.	Street Sweeping Service	4,450.00
	43351	SBCO-Vehicle Services	Vehicle Maintenance	466.50
	43355	SCE	Electric Service	147.75
	43358	Simplot Partners, Inc.	Street Maintenance Supplies	820.80
	43366	Tops n Barricades	Street Signage Supplies	250.78
	43378	Yucca Rentals	Equipment Rental	52.80
<b>Total 515</b>	<b>GAS TAX</b>			<b>\$ 7,241.78</b>
524 MEASURE I - 2010-2040 FUND				
	43355	SCE	Electric Service	\$ 133.05
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 133.05</b>



*Town of Yucca Valley*

**Warrant Register**

**September 5, 2013**


<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
800	CAPITAL PROJECTS FUND			
	43302	Brian's Lockshop	Townwide Re-Key Project	\$ 1,430.12
	43326	Heider Engineering Services, Inc.	Animal Shelter Project	414.00
	43328	Hi-Desert Water	Water Service	1,216.93
<b>Total 800</b>	<b>CAPITAL PROJECTS FUND</b>			<b>\$ 3,061.05</b>
<b>***</b>	<b>Report Total</b>			<b><u>\$ 433,690.62</u></b>

**WARRANT REGISTER #17**  
**CHECK DATE - SEPTEMBER 19, 2013**


**FUND DISTRIBUTION BREAKDOWN**

Checks # 43380 to # 43446 are valid

GENERAL FUND # 001	\$61,439.16
CENTRAL SUPPLIES FUND # 100	3,029.37
CUP DEPOSITS FUND # 200	29.16
CLEEPS - HIGH TECH FUND # 504	584.40
COPS - LLESA FUND # 511	64.99
GAS TAX FUND # 515	17,248.54
MEASURE I 2010 - 2040 FUND # 524	39.65
PUBLIC LANDS FEDERAL LAND GRANT FUND # 527	6,615.92
SAFE ROUTES TO SCHOOLS FUND # 529	50.00
CMAQ FUND # 542	2.08
CDBG FUND # 560	173,203.05
CAPITAL PROJECT RESERVE FUND # 800	222.03
<b>GRAND TOTAL</b>	<b><u><u>\$262,528.35</u></u></b>

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**

**September 19,2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001		GENERAL FUND		
	43382	Action Pumping, Inc.	Annual Septic Maint.	\$ 740.00
	43384	AlSCO/American Linen, Inc.	Uniform Expense	212.25
	43385	Arrowhead Mountain Water	Office Supplies	214.57
	43386	Avalon Urgent Care	Medical Services	220.00
	43387	Big 5 Corp.	Recreation Supplies	17.24
	43388	Blue Shield of California	Medical Insurance Premium	1,407.56
	43389	Builders Supply-Yucca Valley	Supplies	120.46
	43390	Companion Animal Clinic	Veterinary Services	78.98
	43391	Lesley Copeland	Mileage Expense	76.05
	43392	Cyber Photographics	Parks Uniform Expense	454.68
	43393	Desert Pacific Exterminators, LLC	Animal Shelter Exterminator	251.00
	43394	Desert Images Office Equipment	Contract Overages	19.53
	43395	Dept of Justice	Livescan Service	79.00
	43396	Shirlene Doten	Supplies & Fuel	180.39
	43397	Eisenhower Occupational Health	Medical Services	200.00
	43398	Farmer Bros. Co.	Office Supplies	99.12
	43399	FedEx	Delivery Service	43.07
	43400	G & K Propane	Vehicle Propane	23.23
	43402	GJM, LLC	Recreation Program Equipment	1,619.50
	43403	Hardesty Custom Floors	Shelter Window Covering	496.00
	43404	HdL Hinderliter, DeLlamas & Assoc	Sales Tax Service	1,231.38
	43405	Healthy Generations (MB Adult Svs.)	Community Partnership	5,000.00
	43406	Hi-Desert Water	Water Service	349.48
	43407	Hi-Desert Publishing	Advertising	306.81
	43408	Hill's Towing	Vehicle Expense	200.00
	43409	Inland Empire Stages Unlimited	Adult Trip Services	2,770.00
	43410	Jayco Industries, LLC	Shelter Mailbox	1,009.80
	43411	JLT Transportation	Parks Supplies	36.45
	43413	Johnson Machinery Co.	EOC Generator Maintenance	1,098.32
	43414	Legacy Office Products	Office Supplies	109.99
	43415	New World Marketing	Museum Advertising	102.60
	43416	Oasis Office Supply, Inc.	Office Supplies	432.21
	43417	OnTrac	Delivery Service	7.18
	43418	Pacific Telemanagement Svs.	Public Phone Service	82.64
	43419	Public Agency Retirement Services	07/13 Trust Administrator Svs.	300.00
	43420	Petty Cash	Miscellaneous Supplies	467.93
	43421	Pool & Spa Center	YVHS Pool Expense	89.42
	43422	Pro Video	Town Council Taping	200.00
	43424	Rogers,Anderson, Malody & Scott	FY 12/13 Audit Services	20,200.00
	43425	Jessica Rice	Seminar Expense	104.71
	43428	Office of the County Recorder	Recording Fee	33.00

**Town of Yucca Valley**  
**Warrant Register**  
**September 19,2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	43429	SCE	Electric Service	11,400.89
	43431	Southwest Networks, Inc.	Computer Maintenance Svs.	3,725.00
	43432	Sprint	Cell Phone Service	6.32
	43433	Star2Star Communications, LLC	Shelter Phone Service	731.64
	43434	TFI Resources, Inc.	Temporary Employment Svs.	1,318.72
	43436	Trophy Express	Engraving Service	216.00
	43437	Delanford Truitt	Sports Referee	264.00
	43438	Vagabond Welding Supply	YVHS Pool Expense	61.56
	43439	VCA Yucca Valley Animal Hospital	Veterinary Services	654.00
	43440	US Bank Voyager Fleet Systems	Natural Gas Vehicle Fuel	207.20
	43441	Walmart Community	Shelter Supplies	276.46
	43444	Guy Wulf	Sports Referee	639.00
	43445	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	3.87
	43446	YVHS-Volleyball	Volleyball Camp Instructor	1,249.95
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 61,439.16</b>
100 INTERNAL SERVICE FUND				
	43401	GE Capital Corporation	Copier Lease	\$ 2,916.00
	43416	Oasis Office Supply, Inc.	Copy Paper	113.37
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 3,029.37</b>
200 DEPOSITS FUND				
	43414	Legacy Office Products	Office Supplies	\$ 29.16
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 29.16</b>
504 CLEEPS - HIGH TECH FUND				
	43383	Adorama	Sheriff's Office Equipment	\$ 584.40
<b>Total 504</b>	<b>CLEEPS - HIGH TECH FUND</b>			<b>\$ 584.40</b>
511 COPS-LLESA FUND				
	43435	Time Warner Cable	Internet Service	\$ 64.99
<b>Total 511</b>	<b>COPS-LLESA FUND</b>			<b>\$ 64.99</b>

**Town of Yucca Valley**

**Warrant Register**

**September 19, 2013**

Fund	Check #	Vendor	Description	Amount
515 GAS TAX FUND				
	43380	A Cone Zone, Inc.	Street Name Signage	\$ 914.33
	43381	Ace Alternators	Streets Equipment Maint.	583.10
	43384	AlSCO/American Linen, Inc.	Streets Uniform Service	49.50
	43389	Builders Supply-Yucca Valley	Supplies	88.83
	43392	Cyber Photographics	Streets Uniform Expense	638.46
	43406	Hi-Desert Water	Water Service	105.40
	43423	Quality Street Services, Inc.	Street Sweeping Service	4,450.00
	43429	SCE	Electric Service	44.62
	43430	SoCal & Assoc. Plumbing	September Storm Cleanup	7,674.00
	43442	Garrett Ward	September Storm Cleanup	1,962.50
	43443	Woods Auto Repair	Vehicle Maintenance	461.92
	43445	Yucca Valley Auto Parts, Inc.	Streets Supplies	275.88
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 17,248.54</b>
524 MEASURE I - 2010-2040 FUND				
	43429	SCE	Electric Service	\$ 39.65
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 39.65</b>
527 PUBLIC LANDS FEDERAL LAND GRANT FUND				
	43414	Legacy Office Products	PLHD Project Plans	\$ 4,715.92
	43427	SBCO - Public Works/Flood	PLHD Project Inspection	1,900.00
<b>Total 527</b>	<b>PUBLIC LANDS FEDERAL LAND GRANT FUND</b>			<b>\$ 6,615.92</b>
529 SAFE ROUTES TO SCHOOLS FUND				
	43426	SBCO-Clerk/Board of Supervisors	Filing Fee	\$ 50.00
<b>Total 529</b>	<b>SAFE ROUTES TO SCHOOLS FUND</b>			<b>\$ 50.00</b>
542 CMAQ FUND				
	43414	Legacy Office Products	Office Supplies	\$ 2.08
<b>Total 542</b>	<b>CMAQ FUND</b>			<b>\$ 2.08</b>
560 CDBG FUND				
	43412	JMJ Construction	CC Playground Impr.	\$ 173,203.05
<b>Total 560</b>	<b>CDBG FUND</b>			<b>\$ 173,203.05</b>
800 CAPITAL PROJECTS RESERVE FUND				
	43406	Hi-Desert Water	Water Service	\$ 222.03
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 222.03</b>
<b>***</b>	<b>Report Total</b>			<b>\$ 262,528.35</b>

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
**Date:** September 25, 2013  
**For Council Meeting:** October 1, 2013

**Subject:** FY 2013-14 Community Partnerships

**Prior Council Review:** Initial review of the Town's various Community Partnerships were included as part of the FY 2013-14 budget adoption process. A total budget allocation of \$35,000 was included for Agreements/Contracts, with an additional \$16,000 included for Recreation Facility Rentals. Staff was directed to return to Council for finalization of the agreements.

**Recommendation:** That the Town Council:

- Approve the Facility Use Agreement and partnership funding in the amount of \$32,000 for FY 2013-14 Facility Use and Youth Programming Activities with the Boys and Girls Club of the Hi Desert, and direct staff to continue working with the Club to identify potential areas of future collaboration;
- Approve the Scope of Services schedule between the Town and the Yucca Valley Chamber of Commerce for FY 2013-14 Partnership Activities, and allocate funding in the amount of \$20,000 for FY 2013-14 Partnership Activities;
- Approve Amendment Number One to the Lease Agreement between the Town and the Desert Regional Tourism Agency, allocate funding in the amount of \$25,000 for both unfunded FY 2012-13 and FY 2013-14 (\$7,000 & \$18,000 respectively) activities, and allocate \$18,000 in one-time funds to accommodate the proposed lease amendment;
- Amend the FY 2013-14 Adopted Budget by \$48,000 as indicated to accommodate the recommendations.

**Order of Procedure:**

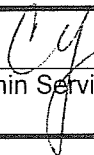
Request Staff Report  
Request Public Comment  
Council Discussion / Questions of Staff  
Motion/Second  
Discussion on Motion  
Call the Question

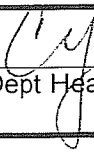
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Reviewed By:

  
\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

  
\_\_\_\_\_  
Admin Services

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

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

**Discussion:** As part of the FY 2013-14 budget adopting cycle, preliminary discussion occurred with respect to the various community partnerships between the Town and its non-profit partners. The adopted budget included \$35,000 of initial partnership funding, with direction to staff to return to Council with final partnership proposals.

#### Boys & Girls Club Facility Use Agreement

In November of 1994, the Town entered into a contract with the Boys and Girls Club of the Hi-Desert, facilitating Town use of the Boys and Girls Club gymnasium in exchange for a monthly use fee. In general, the agreement granted the Town access to the gym during the hours it was not required for Club programs. In 1995, the term of the contract was extended to 2010 when State Park Bond Act funds were used to build the addition to the Boys and Girls Club gym. The extended agreement expired on June 30, 2010. Subsequently, the Town Council has approved annual agreements to cover the Town's use of the Boys and Girls Club facility and any desired partnership funding.

Town staff has made use of the gym for various recreation programs since the beginning of the agreement but currently, the most benefit is realized during the youth basketball program (December through March). Aside from that program, the Town does not schedule use of the gym for any ongoing activities. Town use of the gymnasium in FY 2013-14 is anticipated to be approximately 400 hours.

Staff recommends approval of the agreement that formalizes the Town's use of the Boys and Girls Club facilities during the current fiscal year. An allocation of \$32,000 (\$16,000 for Facility Use and \$16,000 for Youth Afterschool Program Support) in partnership funding is recommended, as requested by the Boys and Girls Club in their application. The proposed agreement will expire on June 30, 2014.

Town and Club management have begun to explore additional ways to leverage the strengths of each organization. Through these discussions, various ideas have come forward that may be mutually beneficial. Staff seeks direction to continue these discussions and bring forward any such proposed arrangements to Council for future consideration.

#### Yucca Valley Chamber of Commerce

In the adopted FY 2012-13 general fund budget, the Town Council approved a two-year lease agreement that incorporated first-year partnership funding of \$15,000 for the Yucca Valley Chamber of Commerce in support of marketing services that assist in accomplishing the Town's objectives. Funding for FY 2013-14 was to be specified during the budget cycle. Specific action was not taken at the time of budget adoption, necessitating an update to the existing lease.

In addition to the partnership funding, the Town provides office and storage space to the Chamber of Commerce in exchange for additional services performed on the Town's behalf. The services include maintaining a visitor log, disseminating Town and community information, assembling and mailing relocation packets, conducting ribbon cutting

ceremonies, maintaining web site links and promotion of Town events. The estimated value of providing these services is \$1,000 per month.

The attached Scope of Services Schedule for FY 2013-14 identifies the joint marketing tasks that the Chamber will provide on behalf of the Town. The proposed schedule also includes a line-item alternative in the amount of \$5,000 (combined cash and in-kind services) to support the Chamber’s efforts in hosting the annual Grubstakes Parade and related festivities. The Chamber recently announced that barring additional support, they will not be able to coordinate those activities. For the Grubstakes Parade and festivities to continue, other partners, or the Town, would be required to deliver this event. Current staffing levels at the Town will not allow the Town to assume the event planning and delivery, unless specifically directed as a Council priority with accompanying financial allocation.

Desert Regional Tourism Agency

In 2005, the Town and the Desert Regional Tourism Agency (DRTA) entered into a 10-year lease in which the Town provided operational and financial support to the DRTA to operate the California Welcome Center and develop a program to promote Morongo Basin Tourism. The program was designed to support tourism outreach, education and initiatives, and ideally contribute to the sales tax basis of the Town. In addition to providing the physical building, the Town provided cash contributions in the amount of \$25,000 from FY 2006 through 2011, \$23,000 in FY 2012, and \$15,000 in FY 2013.

The terms of the current lease provide that any financial contribution be identified and included as part of the annual budget process. Over the past five years, the Agency submits a partnership application for consideration in this process. The partnership application for FY 2013-14 included a request for \$18,000, as well as an additional \$7,000 to accommodate the remaining request from FY 2012-13. The following table identifies the economic partnership contributions to DRTA as a percentage of sales tax revenues:

**DRTA Contributions as a Percentage of Sales Tax**

	<u>FY06/07</u>	<u>FY07/08</u>	<u>FY08/09</u>	<u>FY09/10</u>	<u>FY10/11</u>	<u>FY11/12</u>	<u>FY12/13</u>
Sales Tax Received	3,290,412	3,170,306	2,980,561	2,720,029	2,712,111	2,863,039	3,083,885
DRTA Contribution	25,000	25,000	25,000	25,000	25,000	23,750	15,000
Contribution as %	0.76%	0.79%	0.84%	0.92%	0.92%	0.83%	0.49%

DRTA Lease Modifications

Staff is recommending that Council consider the modification of the current lease to provide for in-kind utility contribution. This arrangement would parallel that of the Yucca Valley Chamber of Commerce and would provide for the Town to assume the utility costs of the Agency, while the Agency would assume all of the janitorial costs of the facility. This



would be a net increase of in-kind contributions of approximately \$8,000 annually. In exchange for this contribution, the Agency would work with the Town to develop any requested tourism and/or marketing material that could be utilized for various economic development purposes. Further, the proposed arrangement would streamline the current lease administration for both the Town and Agency, yielding additional savings. As part of this action, staff would recommend that the Council consider a waiver of the existing unpaid utility balance. This would provide one-time relief of an \$18,000 liability, and would provide a balance to the reduction in cash contribution for the current year and beyond, if applicable.

**Alternatives:** Approve the agreements as proposed; decline to approve the agreements, or modify the agreements as desired.

**Fiscal impact:** The proposed action will amend the FY 2013-14 Adopted Budget by the following actions:

<u>Existing FY 2013-14 Partnerships Budget</u>	<u>\$35,000</u>
Increase Community Partnerships/Contracts – Boys & Girls Club	\$16,000
Increase Community Partnerships/Contracts – Chamber	10,000
Increase Utility Expenditures – CWC Building	8,000
Increase Utility Expenditures – CWC Receivable Reduction	18,000
Decrease Utility Expenditures – CWC Janitorial	(2,000)
<u>Decrease Town Marketing – Community Relations Printing</u>	<u>(2,000)</u>
<b>Total Budgetary Impact</b>	<b><u>\$48,000</u></b>

This impact would decrease undesignated reserves by \$48,000, from \$4,590,422 to \$4,542,422, or by 1%.

**Attachments:**

Attachment #1 - Proposed facility use agreement between the Town of Yucca Valley and the Boys and Girls Club of the Hi Desert

Attachment #2 - Proposed Scope of Services – Yucca Valley Chamber of Commerce

Attachment #3 - Proposed Lease Agreement Amendment 1 – Town & DRTA with redline and original agreement

Attachment 1

**FY 2013-14 Partnership Agreement**

Town of Yucca Valley & Boys and Girls Club

Town of Yucca Valley / Boys and Girls Club of the Hi Desert  
**2013-14 Partnership Agreement**

**AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October, 2013, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Boys and Girls Club of the Hi Desert, a 501(c) 3 non-profit corporation hereinafter designated "Club."

**RECITALS:**

WHEREAS, the Town has adopted within its General Plan a Recreation Element and a Parks and Recreation Master Plan, both of which set forth the Town's goals, objectives and implementation strategies for meeting the communities recreational needs; and

WHEREAS, the Town recognizes the value of recreational facilities, programs, activities and events in preventing anti-social activity and in defining the local quality of life; and

WHEREAS, the Town and Club recognize the community benefits of cooperation between agencies in meeting recreational programming needs and addressing recreational facility deficits; and

WHEREAS, the Town recognizes the Club as an important partner in providing programs for the youth of the community; and

WHEREAS, the Town has a significant shortage of public facilities to accommodate its recreation programs; and

WHEREAS, the Club's gymnasium is available for additional community programs outside the Club's normal hours of operation;

NOW, THEREFORE, in consideration of a mutual desire to cooperate in addressing the needs of the community, said parties do hereby agree as follows:

1. Club shall make the Club's gymnasium available for up to 400 hours of Town programming, providing that Town use of the gymnasium does not conflict with the Club's normal hours of operation, specified herein as Monday through Friday between the hours of 2:00 pm and 6:00 pm. For purposes of this Agreement, use of the gymnasium includes restrooms, lobby area and exclusive access to a specified lockable equipment storage area.

2. Club shall provide Town with a minimum 14 days written notice if use of the gymnasium is needed for Club-sponsored athletic or fundraising events outside of the normal Club operating hours. Club shall make every effort to minimize the impact on scheduled Town programs.
3. Town and Club recognize that the core of Town's programming at the gymnasium shall be the annual Youth Basketball league December through March. Town shall provide a specific schedule of anticipated hours of use at least fourteen (14) days prior to the commencement of each league, program, tournament or special event.
4. Building maintenance, grounds maintenance and janitorial services are the responsibility of the Club. Club shall ensure that the gymnasium and adjacent areas are left clean and uncluttered for Town use; Town shall ensure that the gymnasium and adjacent areas are picked up at the conclusion of Town use. Town shall immediately inform Club of any maintenance or janitorial issues observed during Town use.
5. Town shall ensure that Town programs are sufficiently staffed with qualified personnel to provide proper supervision and safety during each use of the gymnasium.
6. Town shall not make any alterations in or about the Club's premises, including installation of any fixtures, signs, or any other tenant improvements, without Club's prior written consent.
7. Town shall pay the Club \$32,000 calculated as follows: \$16,000 as payment for use of the Club's gymnasium and associated facility maintenance (400 hours @ \$40 per hour); and \$16,000 in support of the Club's after-school youth programs. No additional fees, charges or reimbursements relative to Town gymnasium use shall be added to this payment for any reason. The parties shall determine whether a lump sum or incremental payments will be made, and the Club shall invoice the Town accordingly.
8. Town shall acknowledge Club's current right to negotiate with other tenants for the remaining open times in the building. Club shall confirm with the Town that no Town programs are scheduled or under consideration for these times. Town shall abide by Club's established protocol for opening and closing the building and setting security alarms. Club shall provide Town with written procedures and timely updates as necessary.
9. This Agreement ends on June 30, 2014. If interested in continuing the partnership in FY 2014-15, Club shall apply for subsequent Partnership Funding in accordance with the Town's budget preparation schedule. The application will include a copy of the Club's annual audit from the prior fiscal year, and the Club's budget for the current fiscal year.

10. The Director of Administrative Services, or his/her designee shall represent the Town in all matters pertaining to the administration of this Agreement, including attending all necessary meetings, reviewing and approving all reports submitted by the Club.
11. Mutual Indemnity. Club agrees to and shall defend, indemnify, and hold harmless Town, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. Club shall give Town notice of any suit or proceeding possibly entitling Town to indemnification pursuant to this paragraph and Club shall defend Town in such suit or proceeding with counsel reasonably acceptable to Town.  
  
Town agrees to and shall defend, indemnify, and hold harmless Club, its agents, officers, representatives, employees, successors and assigns from and against any and all costs, expenses, losses, damages, causes of action, liabilities or claims (including attorneys' fees) arising out of, in connection with or as a result of the performance of this Agreement. Town shall give Club notice of any suit or proceeding possibly entitling Club to indemnification pursuant to this paragraph and Town shall defend Club in such suit or proceeding with counsel reasonably acceptable to Club.
12. Club's personal property, fixtures, equipment, inventory, and vehicles are not insured by Town against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Club is to carry Club's own property insurance to protect Club from any such loss.
13. Club shall act independently of the Town under this Agreement and shall not under any circumstances or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.
14. No officer or employee of the Town shall be personally liable to the Club, or any successor in interest, in the event of any default or breach by the Town for any amount which may become due to the Club or its successor, or for breach of any obligation of the terms of this Agreement.
15. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two business days after mailing if properly addressed and mailed, by first class mail.
16. Notice to the Town shall be sufficient if sent to:

Town of Yucca Valley  
57090 Twenty-nine Palms Highway

Yucca Valley, CA 92284  
Attn: Director of Administrative Services

17. Notice to the Club shall be sufficient if sent to:

Boys and Girls Club of the Hi Desert  
P.O. Box 402  
Yucca Valley, CA 92286  
Attn: Executive Director

18. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.

19. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written consent of both parties hereto.

20. DISPUTE RESOLUTION. Except for actions for injunctive relief, or to compel arbitration, any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement shall be resolved as follows:

- a. Mediation. Before instituting any arbitration relating to the rights and/or duties of the parties under this Agreement, the party that desires to initiate such action (the "Complainant") must make a good faith attempt to mediate such dispute in accordance with this section. The Complainant shall send the other party (ies) (the "Respondent") written notice of the nature of the dispute, the facts giving rise to such claims and the Complainant's desire to mediate the matter (the "Mediation Notice"). The Mediation Notice shall name a mediator (who shall have at least three (3) years' experience mediating business disputes in San Bernardino County and no personal or business relationship with the Complainant). The parties shall share the cost of initiating the conducting mediation equally. Within seven (7) days of Respondent's receipt of the Mediation Notice, Respondent shall inform Complainant in writing if Respondent does not agree with Complainant's choice of mediator (the "Rejection Notice"). Such Rejection Notice shall include the name of respondent's choice of qualified mediator as provided in this section. Complainant's and Respondent's mediators shall then select a third qualified mediator to hear

the dispute. Within thirty (30) days after the final mediator is chosen, the parties shall schedule and attend a mediation session and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Respondent refuses to attend such mediation, the Complainant may commence arbitration as provided below. The requirements of this provision shall not apply under circumstances where the Complainant would be entitled to injunctive or declaratory relief.

- b. Arbitration. In case of any claim or dispute between parties that relates to the rights and/or duties of the parties under this Agreement, the dispute shall be submitted to, and conclusively determined by, binding arbitration conducted by a retired judge from the panel of JAMS/Endispute, Inc., appointed pursuant to the provisions of panel, one shall be appointed by the Presiding Judge in San Bernardino County. The arbitrator may award costs and attorney fees to the prevailing party. The provisions of this section shall not preclude a party from seeking injunctive or other provisional or equitable relief to preserve the status quo pending the parties' resolution of their dispute, and the filing of an action seeking injunctive or other provisional relief shall not be construed as a waiver of that party's arbitration rights.

21. Club shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. Club shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Club shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.

22. PUBLIC RECORDS DISCLOSURE. All information received by the TOWN from the Club or any source concerning this Lease, including the Lease itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). Club understands that although all materials received by the TOWN in connection with this Lease are intended for the exclusive use of the TOWN, they are potentially subject to disclosure of any part or all of any information which Club has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify the Club of the request and shall thereafter disclose the requested information unless the Club, within

five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the TOWN harmless in any/all actions brought to require disclosure. Club waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify Club of any such disclosure request and/or releases any information concerning the contract received from the Club or any other source.

23. Both parties hereby admit that they have read each and every clause in this Agreement and fully understand the meaning of same, and hereby agree that they will comply with all the terms, covenants, and conditions herein set forth.

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

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

By: \_\_\_\_\_  
Merl Abel, Mayor,  
TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
Tracy Stockman, President  
Boys and Girls Club of the Hi Desert

Attest:

Approved as to Form:

By: \_\_\_\_\_  
Lesley Copeland,  
Town Clerk

By: \_\_\_\_\_  
Lona Laymon,  
Town Attorney



Attachment 2

**FY 2013-14 Scope of Services Agreement**

Town of Yucca Valley & Yucca Valley Chamber

**EXHIBIT A**

**SCOPE OF SERVICES**

**COMPENSATION SCHEDULE**  
**FOR SPECIFIC PARTNERSHIP ACTIVITIES**

<u>Services</u>	<u>Compensation</u>
<u>Joint Marketing</u> As attached and detailed	\$15,000
<u>Alternative One</u> Grubstakes Support (in-kind & cash contribution)	\$5,000
<b>Total 2013-14 Partnership Funding</b>	<b>\$20,000</b>

## Joint Marketing Funding Request

**#1**

**SHOP YUCCA VALLEY**

Shop Yucca Valley Window Clings	\$1000.00
Shop Yucca Valley Discount Card	\$500.00
Shop Yucca Valley First Promotion Collateral (posters, banner's, etc.)	\$750.00

**#2**

**Sunset Magazine Advertising**

CA Road Trips 1,000,000	\$3100.00
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**#3**

**King of the Hammers Outreach**

Resource Guide with coupons.	\$1500.00
Posters or flags	\$2000.00

**#4**

<b>Marketing Yucca Valley Information Distribution</b>	<b>\$2000.00</b>
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**#5**

<b>Corridor Beautification</b>	<b>\$3000.00</b>
Landscape improvements, weeding, sidewalk cleaning, painting where needed, and create continuity by installing decorative split rail fencing on frontage of vacant lots.	

**#6**

<b>FAM Tours and other opportunities</b>	<u>\$1150.00</u>
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<b>Total Joint Marketing Request</b>	<b>\$15,000.00</b>
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**Alternative One**

<b>Grubstake Days Parade Support</b>	<u>\$5000.00</u>
(In kind and cash support)	

<b>Total Joint Marketing and Alternative One</b>	<b>\$20,000.00</b>
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Attachment 3

**Proposed Lease Amendment & Redline**

Town of Yucca Valley & DRTA

**AMENDMENT NO. 1**

**WITNESSETH**

WHEREAS, the Town of Yucca Valley (Town) and the Desert Regional Tourism Agency (Agency) entered into a Lease Agreement dated June 29, 2005 (Lease) by which the Town Council contracted with the Agency to perform those tourism activities set forth in accordance with the purposes of the Town Council; and

WHEREAS, the Town and Agency wish to amend the lease with respect to certain provisions contained therein;

NOW, THEREFORE, the lease is amended as follows:

**1. Section 10 of the Lease is revised as follows:**

The common areas of the building (restrooms, hallways, etc. as noted on Exhibit A) will be available equally to all tenants of the building. Routine maintenance of the common areas (including janitorial services and supplies, plumbing repairs, light bulb replacement, provision of toilet paper, paper towels, soap, etc.) is the responsibility of the Agency.

**2. Section 11 of the Lease is revised as follows:**

Town shall be responsible for maintenance of the exterior landscape and parking areas. Town shall be responsible for the payment of all utility costs associated with the leased premises. Agency shall pay all costs of janitorial services, telephone, cable and internet directly to the supplier.

**3. Section 35 of the Lease is revised as follows:**

Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. Agency shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action

compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.

**4. All other provisions of the Lease remain unchanged.**

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

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

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

Merl Abel, Mayor  
TOWN OF YUCCA VALLEY

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

President  
DESERT REGIONAL TOURISM AGENCY

Attest:

Approved as to Form:

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

Lesley Copeland, Town Clerk

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

Lona Laymon,  
Town Attorney

**AMENDMENT NO. 1**

**WITNESSETH**

WHEREAS, the Town of Yucca Valley (Town) and the Desert Regional Tourism Agency (Agency) entered into a Lease Agreement dated June 29, 2005 (Lease) by which the Town Council contracted with the Agency to perform those tourism activities set forth in accordance with the purposes of the Town Council; and

WHEREAS, the Town and Agency wish to amend the lease with respect to certain provisions contained therein;

NOW, THEREFORE, the lease is amended as follows:

**1. Section 10 of the Lease is revised as follows:**

The common areas of the building (restrooms, hallways, etc. as noted on Exhibit A) will be available equally to all tenants of the building. Routine maintenance of the common areas (including janitorial services and supplies, plumbing repairs, light bulb replacement, provision of toilet paper, paper towels, soap, etc.) is the shared responsibility of the Agency. ~~all tenants.~~

**2. Section 11 of the Lease is revised as follows:**

Town shall be responsible for maintenance of the exterior landscape and parking areas. ~~Town~~ Agency shall be responsible for the payment of all janitorial and utility costs associated with the leased premises. ~~Town shall issue a monthly invoice based on pro-rated actual costs of gas, electricity and water. Agency shall make payment within 30 days of receipt of invoice.~~ Agency shall pay all costs of janitorial and repair services, telephone, cable and internet directly to the supplier.

**3. Section 35 of the Lease is revised as follows:**

Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation or national origin. Agency shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation or national origin. Such action shall

include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.

**4. All other provisions of the Lease remain unchanged.**

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

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

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

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

Merl Abel, Mayor  
TOWN OF YUCCA VALLEY

President  
DESERT REGIONAL TOURISM AGENCY

Attest:

Approved as to Form:

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

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

Lesley Copeland, Town Clerk

Lona Laymon,  
Town Attorney



Town of Yucca Valley / Desert Regional Tourism Agency  
California Welcome Center Lease Agreement

**AGREEMENT**

THIS AGREEMENT, made and entered into this 29 th day of June, 2005, by and between the Town of Yucca Valley, a municipal corporation hereinafter designated as "Town" and the Desert Regional Tourism Agency, a 501(c) 3 non-profit corporation hereinafter designated "Agency."

**WITNESSETH**

WHEREAS, the Town has adopted within its General Plan an Economic Development Element, which sets forth the Town's economic development goals, objectives and implementation strategies; and has adopted an Economic Development Action Plan; and

WHEREAS, the Town recognizes the need to actively promote tourism in Yucca Valley for the purpose of bolstering the local economy; and

WHEREAS, the Town has purchased and renovated property to serve as home to the Morongo Basin's California Welcome Center, the regional center of tourism efforts; and

WHEREAS, since May of 2002, the Town has taken the lead in centralizing local tourism initiatives by providing financial, operational, maintenance and staff support to comply with California Welcome Center regulations on behalf of the Morongo Basin; and

WHEREAS, the Agency was established for the purpose of assuming the responsibilities of the California Welcome Center and continuing the work to promote Morongo Basin Tourism; and

WHEREAS, the Town and the Agency agree that the interests of the Morongo Basin communities are well served through cooperative agreements between key organizations; and

WHEREAS, it is proper for the Town Council to contract with the Agency to perform those tourism activities set forth in accordance with the purposes of the Town Council; and

WHEREAS, such activities are recognized by law as serving a public purpose.

NOW, THEREFORE, in consideration of agreements, herein contained, to be performed by the parties hereto, said parties do hereby agree as follows:

1. Town shall lease a portion (Exhibit A) ( "Premises") inside the building located at 56711 Twenty-nine Palms Highway, Yucca Valley, California, to Agency for the purpose of operating the California Welcome Center in accordance with State of California regulations and established local and regional tourism objectives.
2. Agency shall be responsible for all California Welcome Center operations, including but not limited to staffing, marketing and gift shop operations. Agency shall operate the California Welcome Center in accordance with stated local and regional tourism objectives and the regulations governing the operations of California Welcome Centers. Agency may use the facility for other Morongo Basin tourism activities with Town consent. Agency shall make a written request describing the event to the Town Manager at least fifteen (15) days prior to the requested event. If a written response either in the affirmative or negative is not received by Agency within seven (7) days of the request, approval shall be assumed. Town has relied on Agency's representations for qualifications, expertise and professionalism as an inducement to enter this Agreement.
3. Agency shall be responsible for the transfer of the California Welcome Center designation from the Town to the Agency within 90 days after the execution of this Agreement. Agency shall be responsible for the timely payment of licensing fees imposed by the State of California.
4. Agency shall maintain communication with the State of California Tourism Office responsible for the operation of California Welcome Centers and ensure proper representation and compliance with the policies and rules relating to such facilities.
5. At least once each fiscal year, Agency shall convene a meeting of those agencies considered to be stakeholders in Morongo Basin tourism efforts, including Town, for the purpose of articulating common objectives and determining the role of the California Welcome Center in facilitating the successful accomplishment of those objectives.
6. Town has committed tourism funding to Agency for the first two years of the Agreement, the first payment to be made upon execution of the Agreement and the second at the beginning of the 2005-2006 fiscal year. In future years, Town may opt to contribute funds to Agency for the fulfillment of the tourism objectives associated with the operation of the California Welcome Center. The amount of contribution shall be negotiated annually in conjunction with the Town's budgetary process. Payments, if any, shall be made by Town within 30 days of receipt of invoice.
7. Agency shall submit a quarterly written report providing an accounting of California Welcome Center and tourism activities to the Town Manager,

with an accounting of income and expenditures related to the scope of this Agreement. Such report shall be for the purpose of assuring that Town contributions are being expended for those purposes set forth in the Agreement and for those purposes permitted by law.

8. Agency shall pay the Town the sum of \$1.00 per year as full payment for the lease of said premises. Full payment is due by the 10<sup>th</sup> day of January each year.
9. Agency shall acknowledge Town's current agreements and right to negotiate with other tenants for the remaining space in the building, and shall abide by Town requirements with regard to common areas and exterior portions of the property.
10. The common areas of the building (restrooms, hallways, etc. as noted on Exhibit A) will be available equally to all tenants of the building. Routine maintenance of the common areas (including janitorial services and supplies, plumbing maintenance, light bulb replacement, provision of toilet paper, paper towels, soap, etc.) is shared responsibility of all tenants.
11. Town shall be responsible for maintenance of the exterior landscape and parking areas. Agency shall be responsible for the payment of all janitorial and utility costs associated with the leased premises. Town shall issue a monthly invoice based on pro-rated actual costs of gas and electricity. Agency shall make payment within 30 days of receipt of invoice. Agency shall pay all costs of janitorial and repair services, telephone, cable and internet directly to the supplier.
12. Town shall be responsible for the maintenance, repair and/or replacement of structural and mechanical components of the building. Agency shall notify the Town immediately of any major damage to the facility or failure of mechanical components.
13. TERM. The term of the lease for the premises lease shall be ten (10) years to commence on the 30<sup>th</sup> day of June, 2005(hereinafter referred to as the "Commencement Date"), and to end on the 29<sup>th</sup> day of June, 2014 (hereinafter referred to as the "Expiration Date"), both dates inclusive, unless the term be extended pursuant to paragraph 14 or earlier terminated as provided herein.
14. LEASE EXTENSION. If the agreement has not been terminated pursuant to any provisions hereof and Agency is not default under any of the terms of this agreement, then Agency may, at Agency's option, extend the term of this agreement for two (2) successive additional terms of five (5) years each, commencing on the expiration of the original term, or the immediately preceding additional term as the case may be. At least one (1) year prior to the expiration of the initial or any extended term, Agency may exercise its option by giving Town written notice of its intent to

extend. If Agency gives said written notice then the term of this Agreement shall be deemed to be automatically extended upon all the covenants, agreements, terms, provisions and conditions as set forth in this Agreement.

15. If Agency fails or omits to so give to Town the written notice referred to as above, it shall be deemed, without further notice and without further agreement between the parties to, that Agency elected not to exercise the option granted Agency pursuant to this paragraph 14 to extend the term of this Agreement for additional periods.
16. EARLY TERMINATION. Should Town determine, after a noticed public hearing, that it is not in the Town's best interest to continue with the terms of this agreement; Town shall have the option, on notice to Agency and after a noticed public hearing, to terminate this agreement. The termination shall be effective as of the last day of the twelfth (12<sup>th</sup>) month after the month in which Town delivers termination notice to Agency (agreement termination date.)
17. Provided Agency retains the California Welcome Center designation and agrees to continue to operate a California Welcome Center, Town agrees to locate suitable facilities for Agency, and shall at Town's cost pay the reasonable relocation expenses of the Agency to the new facility. Reasonable relocation expenses shall be limited to the actual costs of moving furniture and fixtures to the new location, and the costs of initiating utility services.
18. ALTERATIONS. Agency shall not make any alterations in or about the premises, including installation of any fixtures, signs, or any other tenant improvements, without Town's prior written consent. Any alterations to the premises shall be done according to law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alterations, so that Town may post a Notice of Non Responsibility to prevent potential liens against Town's interest in the premises. Town may also require agency to provide Town with lien releases from any Contractor performing work on the premises. Agency shall provide Town with detailed plans of all work to be performed.

Agency shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Agency at or for use on the premises which claims are or may be secured by any mechanics or material mans lien against the premises or any interest therein.

19. Agency shall make premises available to Town or Town's Agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services. Town and Agency agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Town or Town's

representatives may enter the premises at any time without prior notice. Agency shall not change any locks on leased premises without prior written consent of Town. Agency shall provide Town with keys to any changed locks which have received Town's prior written consent.

20. Upon execution and again upon completion or termination of the Agreement, Town and Agency shall each provide a complete list of owned fixtures, equipment, appliances, supplies and gift shop inventory. Town and Agency shall meet and list the Town property that will remain for Welcome Center use. The actual cost of the Town-owned gift shop merchandise shall be reimbursed to the Town by the Agency.
21. Agency shall make available to the Town upon request its annual budget, including a program outline of planned activities for the current fiscal year, which incorporates the services contained herein.
22. The records and books of Agency relating to the scope and terms of this Agreement shall be open to inspection and audit by Town, its employees or representatives, at all times during the term of this Agreement and for a reasonable time thereafter; or as may be required by law.
23. At the completion or termination of this Agreement, copies of all data, studies, and any other information, work products, memoranda, documents or writings, created or generated in connection with the performance of this Agreement will be furnished to the Town. Agency may retain originals of these materials for its use or purposes. This information shall be delivered to the Town Manager.
24. The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement, or failure to exercise any other right, option or remedy hereby reserved or as determined by law, shall not be construed as a waiver for the future of any such provisions, right, option, or remedy, or as a waiver of any subsequent breach thereof.
25. The Town Manager or his designee shall represent the Town in all matters pertaining to the administration of this Agreement, including attending all necessary meetings, reviewing and approving all reports submitted by the Agency; although Agency shall be responsible for coordination of all necessary meetings, and will satisfy all public information and participation requirements.
26. Agency shall defend (with attorneys approved by Town), hold harmless and indemnify the Town, its officers, employees and agents against liability (whether bodily injury, including death, and/or property damage) and against any other losses, claims, damages, actions, or judgments arising or alleged to arise out of any acts or omission of Agency or its officers, agents, employees, subcontractors or representatives in the

performance of this Agreement.

27. Agency's personal property, fixtures, equipment, inventory, and vehicles are not insured by Town against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Agency is to carry Agency's own property insurance to protect Agency from any such loss. In addition, Agency shall carry Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00). Agency's Liability Insurance shall name Town and Town's Officers, Employees and Agents as additional insured. Agency, upon Town's request, shall provide Town with a Certificate of Insurance establishing Agency's compliance.
28. Agency shall act independently of the Town under this Agreement and shall not under any circumstances or in any manner represent that it or its agents, officers or employees are agents, officers or employees of Town.
29. No officer or employee of the Town shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Town for any amount which may become due to the Agency or its successor, or for breach of any obligation of the terms of this Agreement.
30. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two business days after mailing if properly addressed and mailed, by first class mail.

Notice to the Town shall be sufficient if sent to:

Town of Yucca Valley  
57090 Twenty-nine Palms Highway  
Yucca Valley, CA 92284  
Attn: Town Manager

Notice to the Agency shall be sufficient if sent to:

Desert Regional Tourism Agency  
56711 Twenty-nine Palms Highway  
Yucca Valley, CA 92284  
Attn: Executive Director

31. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.
32. This Agreement has been made and entered into in the State of

California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance hereunder.

33. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof. Any prior understanding or agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written consent of both parties hereto.
34. DISPUTE RESOLUTION. Except for actions for injunctive relief, or to compel arbitration, any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement shall be resolved as follows:
  - a. Mediation. Before instituting any arbitration relating to the rights and/or duties of the parties under this Agreement, the party that desires to initiate such action (the "Complainant") must make a good faith attempt to mediate such dispute in accordance with this section. The Complainant shall send the other party (ies) (the "Respondent") written notice of the nature of the dispute, the facts giving rise to such claims and the Complainant's desire to mediate the matter (the "Mediation Notice"). The Mediation Notice shall name a mediator (who shall have at least three (3) years' experience mediating business disputes in San Bernardino County and no personal or business relationship with the Complainant). The parties shall share the cost of initiating the conducting mediation equally. Within seven (7) days of Respondent's receipt of the Mediation Notice, Respondent shall inform Complainant in writing if Respondent does not agree with Complainant's choice of mediator (the "Rejection Notice"). Such Rejection Notice shall include the name of respondent's choice of qualified mediator as provided in this section. Complainant's and Respondent's mediators shall then select a third qualified mediator to hear the dispute. Within thirty (30) days after the final mediator is chosen, the parties shall schedule and attend a mediation session and attempt in good faith to resolve their dispute. If the mediation does not resolve the dispute or if the Respondent refuses to attend such mediation, the Complainant may commence arbitration as provided below. The requirements of this provision shall not apply under circumstances where the Complainant would be entitled to injunctive or declaratory relief.
  - b. Arbitration. In case of any claim or dispute between parties that relates to the rights and/or duties of the parties under this Agreement, the dispute shall be submitted to, and conclusively determined by, binding arbitration conducted by a retired judge

from the panel of JAMS/Endispute, Inc., appointed pursuant to the provisions of panel, one shall be appointed by the Presiding Judge in San Bernardino County. The arbitrator may award costs and attorney fees to the prevailing party. The provisions of this section shall not preclude a party from seeking injunctive or other provisional or equitable relief to preserve the status quo pending the parties' resolution of their dispute, and the filing of an action seeking injunctive or other provisional relief shall not be construed as a waiver of that party's arbitration rights.

35. Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Agency shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency shall comply with all applicable federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.
36. PUBLIC RECORDS DISCLOSURE. All information received by the TOWN from the Agency or any source concerning this Lease, including the Lease itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). Agency understands that although all materials received by the TOWN in connection with this Lease are intended for the exclusive use of the TOWN, they are potentially subject to disclosure of any part or all of any information which Agency has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify the Agency of the request and shall thereafter disclose the requested information unless the Agency, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the TOWN harmless in any/all actions brought to require disclosure. Agency waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify Agency of any such disclosure request and/or releases any information concerning the contract received from the Agency or any other source.
37. SIGNS. Agency may display from the windows and/or marquee of the premises, such sign or signs as are not prohibited by law, and subject to



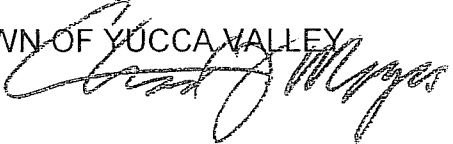
having obtained any required sign permits from the Town.

38. Both parties hereby admit that they have read each and every clause in this Agreement and fully understand the meaning of same, and hereby agree that they will comply with all the terms, covenants, and conditions herein set forth.

39. SUBLETTING-ASSIGNMENT. Agency shall not sublet or encumber all or any part of the premises, or assign or transfer this Agreement or any interest in it.

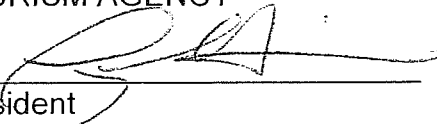
Dated: 7-1-05

TOWN OF YUCCA VALLEY

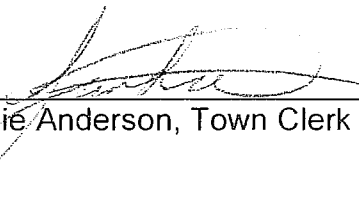
By:   
Chad Mayes, Mayor

Dated: 7-1-05

DESERT REGIONAL  
TOURISM AGENCY

By:   
President

Attest:

By:   
Jamie Anderson, Town Clerk

Approved as to Form:

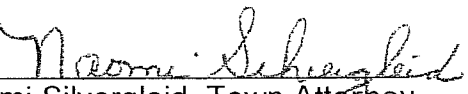
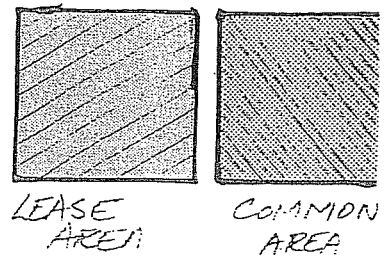
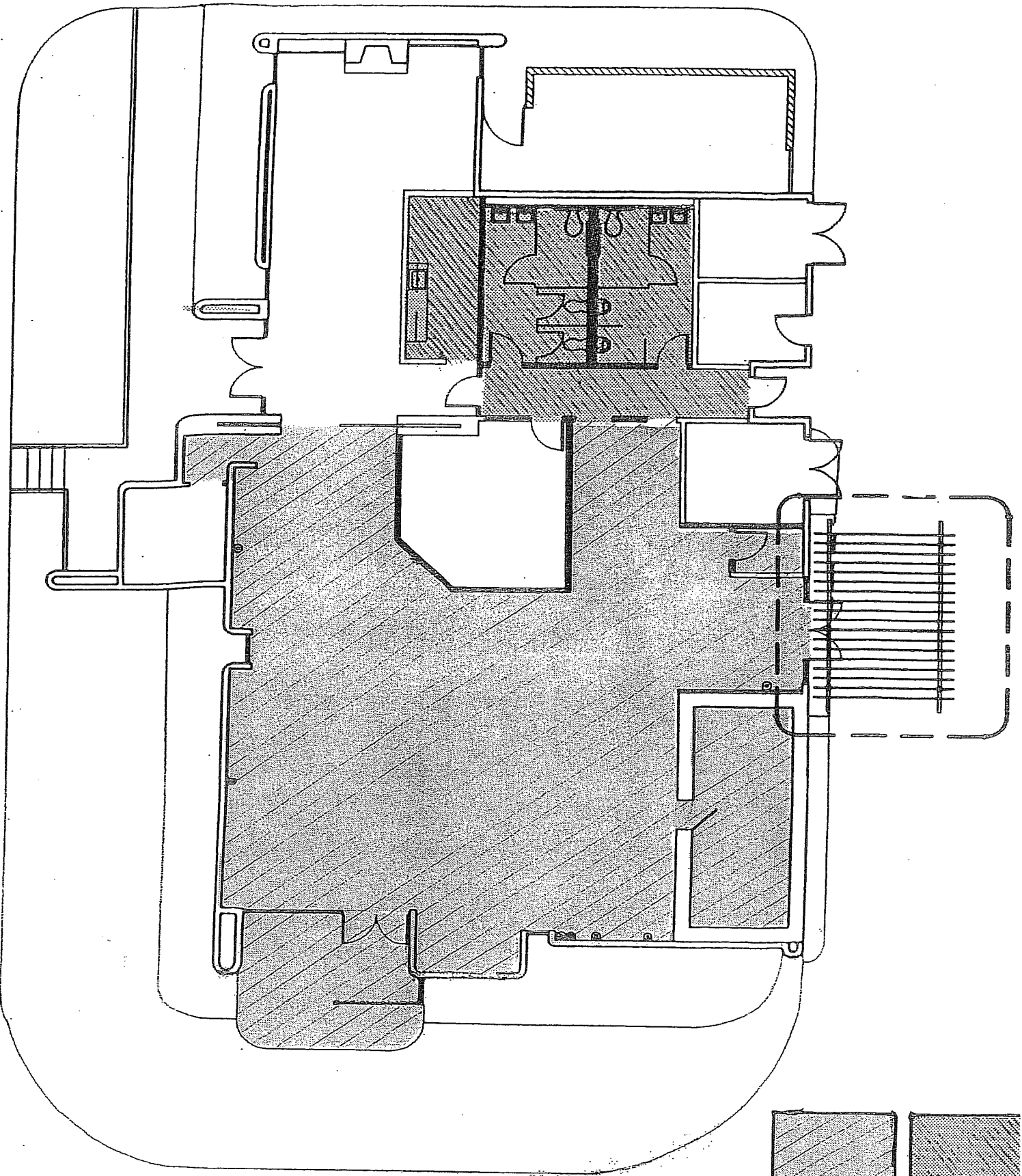
By:   
Naomi Silvergleid, Town Attorney

EXHIBIT "A"



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane R. Stueckle, Deputy Town Manager  
**Date:** September 26, 2013  
**For Council Meeting:** October 1, 2013

**Subject:** Implementation of Town Council Policy & Budget Direction  
Park Maintenance Transition Plan  
Youth Sports Park Draft Lease Agreement

**Prior Council Review:** The Town Council reviewed this matter and provided policy direction to staff at its meeting of April 30, 2013. The Town Council's adoption of the FY 2013/2014 Budget funded the Park Maintenance Transition Plan.

**Recommendation:** That the Town Council approves the Draft Lease between the Town of Yucca Valley and the Boys & Girls Club of the Hi-Desert, authorizing the Mayor and Town Attorney to sign the lease, and authorizing the Town Attorney to make non-substantive changes as necessary to finalize the Lease.

**Executive Summary:** The Town Council approved the Park Maintenance Transition Plan in April 2013. The Park Maintenance Transition Plan assists the Town in meeting its goal of providing park and recreation facilities to the community. The Lease implements this element of the Parks Transition Plan.

**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:** The Town Council's approval of the Park Maintenance Transition Plan included the maintenance and operation of the Youth Sports Park for the current fiscal year. The attached Draft Lease implements Council's action and is based upon the following parameters.


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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

  
Dept Head

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

- Lease of the property for a sufficient time period to remove the property from the tax role;
- Lease of the property for \$1.00 per year;
- Allow the Boys & Girls Club of the Hi-Desert to continue using the property for their historical and similar programs at no charge;
- Purpose of the field and property remains as a sports and recreation facility and will not be altered without approval;
- The parking lot will continue to be shared between the Town's use of the park, the Club, and other organizations using the Club facility;
- Youth sports organizations currently using the facility will continue to have access at affordable and reasonable rates as established by the Town Council;
- The Town will honor existing use agreements;
- The Town will provide necessary levels of insurance;
- The Town will not make major alterations to the facility without Boys & Girls Club approvals;
- The Town will not take any action to correct the encroachment of Lord Field onto the Youth Sports Park;
- The Town assumes all utilities including a prorated share of the water for the field restroom facilities which are connected to the Boys and Girls Club building water meter

As one element of the Parks Transition Plan, the Town Council approved contracting with Desert Arc to provide facility maintenance at the Town's park facilities. The contract with Desert Arc has been approved, and Desert Arc begins their maintenance efforts on September 30, 2013. Simultaneously occurring with Desert Arc services, one full-time Parks Maintenance position is transitioned to the Street Maintenance Division, consistent with the Council's FY Budget adoption in the implementation of the Park Maintenance Transition Plan.

**Alternatives:** Staff recommends no alternative actions.

**Fiscal impact:** Annual maintenance costs for the Youth Sports Park are estimated at approximately \$40,000 based upon current water rates. These funds are budgeted in the FY '13/14 operating budget.

**Attachments:** Draft Lease  
 April 30, 2013, Town Council Staff Report  
 April 30, 2013, Town Council Minutes

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **BOYS & GIRLS CLUB OF THE HI-DESERT** and the **TOWN OF YUCCA VALLEY** a municipal corporation (“TOWN OF YUCCA VALLEY”).

### RECITALS

**WHEREAS**, BOYS & GIRLS CLUB OF THE HI-DESERT is the owner of that real property at 56525 Little League Drive , Yucca Valley, CA (APN: 595-071-03) (the “Premises”); and

**WHEREAS**, the Basin Wide Foundation funded the construction of improvements and facilities on the Premises for the purposes of providing recreation facilities to residents of the Town of Yucca Valley; and

**WHEREAS**, the Basin Wide Foundation has been leasing the Premises from the Boys and Girls Club of the Hi Desert to provide recreation facilities to the residents of the Town of Yucca Valley; and

**WHEREAS**, the Basin Wide Foundation desires that the Premises continues to provide recreation facilities to the residents of the Town of Yucca Valley; and

**WHEREAS**, the Basin Wide Foundation desires that youth sports organizations currently using the facility will continue to have access at affordable and reasonable rates as established by the Town Council of the TOWN OF YUCCA VALLEY; and

**WHEREAS**, Tri Valley Little League identified as Lord Field encroaches into the Premises; and

**WHEREAS**, the TOWN OF YUCCA VALLEY will not take any action to correct the encroachment of Lord Field onto the Premises; and

**WHEREAS**, the TOWN OF YUCCA VALLEY operates as a municipal corporation providing public services to the residents of the Town of Yucca Valley as a General Law city as defined by State law; and

**WHEREAS**, the TOWN OF YUCCA VALLEY desires to expand publicly operated and maintained park facilities within the Town for providing passive and active recreation facilities to the residents; and

**WHEREAS**, the purpose of lease is for the TOWN OF YUCCA VALLEY to continue providing a sports and recreation facility to the residents of the Town of Yucca Valley as originally intended by the Basin Wide Foundation; and

**WHEREAS**, BOYS & GIRLS CLUB OF THE HI-DESERT is willing to make the Premises available to TOWN OF YUCCA VALLEY for purposes of TOWN OF YUCCA VALLEY’s operation and maintenance of the Premises; and

**WHEREAS**, it is the intent of the parties that the Premises will be Leased to the TOWN OF YUCCA VALLEY for its exclusive use and purpose for a period not to exceed thirty-five

(35) years from the date this Lease is mutually executed by the parties hereto (the "Effective Date").

## **AGREEMENT**

NOW, THEREFORE, the parties incorporate the Recitals as set forth herein and agree as follows:

### **ARTICLE 1. Term and Termination**

A. The initial term of this Lease is for thirty-five (35) years from the Effective Date unless sooner terminated as provided for herein. BOYS & GIRLS CLUB OF THE HI-DESERT shall maintain the right to extend this Lease at its sole discretion.

B. Notwithstanding any provisions to the contrary in this Lease, BOYS & GIRLS CLUB OF THE HI-DESERT may terminate this Lease before the expiration of the stated term if (i) TOWN OF YUCCA VALLEY fails to continue to operate the facility and programs for which the Premises were originally Leased (ii) either party elects to terminate this Lease by notice delivered to the other party at least thirty days (30) prior to such termination.

### **ARTICLE 2. Lease**

A. BOYS & GIRLS CLUB OF THE HI-DESERT hereby Leases to TOWN OF YUCCA VALLEY, and TOWN OF YUCCA VALLEY hereby rents from BOYS & GIRLS CLUB OF THE HI-DESERT, all of those certain Premises, which are specifically identified on the "Site Map", attached hereto as "Exhibit A," and incorporated herein by this reference, on the terms and conditions contained in this Lease.

B. Except as otherwise specified in this Lease, BOYS & GIRLS CLUB OF THE HI-DESERT shall provide TOWN OF YUCCA VALLEY possession and use of the Premise identified in the Site Map. TOWN OF YUCCA VALLEY's possession of the Premises shall be shared with, and subject to, the BOYS & GIRLS CLUB OF THE HI-DESERT's right at all times to continue use of the Premises for ongoing BOYS & GIRLS CLUB OF THE HI-DESERT programs without charge. BOYS & GIRLS CLUB OF THE HI-DESERT programs include and are not limited to Wet Wednesday activities and physical fitness programs; However, the BOYS & GIRLS CLUB OF THE HI-DESERT hereby warrants that such programs and activities of BOYS & GIRLS CLUB OF THE HI-DESERT shall not be undertaken in such a manner as to unreasonably interfere with TOWN OF YUCCA VALLEY's operations specifically permitted by this Lease.

### **ARTICLE 3. Minimum Rent**

This Lease is entered into for good and valuable consideration for the period commencing on the Effective Date and by which TOWN OF YUCCA VALLEY shall pay to BOYS & GIRLS CLUB OF THE HI-DESERT as and for consideration the yearly rental amount of one dollar (\$1.00). The rent shall be payable in advance of the first day of the term of this Lease.

### **ARTICLE 4. Utilities**

During the Term stated herein, TOWN OF YUCCA VALLEY shall be solely responsible for and shall promptly pay, before delinquency, all charges or assessments for water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises for the operation of the recreation sports fields and

ancillary improvements at the rates charged by the supplying utility companies. TOWN OF YUCCA VALLEY shall have no responsibility for utility costs for the ongoing operations of the BOYS & GIRLS CLUB OF THE HI-DESERT building and related improvements.

#### **ARTICLE 5. Taxes**

TOWN OF YUCCA VALLEY shall pay all personal property taxes and all real property taxes attributable to the Premises. TOWN OF YUCCA VALLEY shall have the sole obligation to pay any taxes, fees and assessments, plus applicable penalties and interest, which may be imposed by law and arise out of TOWN OF YUCCA VALLEY's leasehold interest hereunder. TOWN OF YUCCA VALLEY shall indemnify, defend and hold harmless BOYS & GIRLS CLUB OF THE HI-DESERT against any and all such taxes, fees, penalties or interest assessed, or imposed against BOYS & GIRLS CLUB OF THE HI-DESERT hereunder. In the event TOWN OF YUCCA VALLEY fails to timely pay any tax, assessment, fee, penalty or interest, BOYS & GIRLS CLUB OF THE HI-DESERT, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to TOWN OF YUCCA VALLEY and paid by TOWN OF YUCCA VALLEY to BOYS & GIRLS CLUB OF THE HI-DESERT within (5) days of receipt of notice from BOYS & GIRLS CLUB OF THE HI-DESERT.

#### **ARTICLE 6. Use of Premises**

A. TOWN OF YUCCA VALLEY will occupy and use the Premises exclusively and solely for the purposes of public park and recreational purposes and programs, as originally intended by the Basin Wide Foundation when the Basin Wide Foundation caused the construction, operation and maintenance of the Premises. TOWN OF YUCCA VALLEY's permissible uses of the Premises include the operation of the athletic fields and appurtenant improvements, which park facility shall be open to the public consistent with the Town of Yucca Valley operating hours for all other public parks as established by Ordinance of the Town of Yucca Valley Town Council. TOWN OF YUCCA VALLEY's permitted uses of the Premises may include all those commonly identified parks and recreational programs and services offered by municipal corporations in the State of California.

B. TOWN OF YUCCA VALLEY shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. TOWN OF YUCCA VALLEY shall, at TOWN OF YUCCA VALLEY's own cost and expense, comply with all requirements of BOYS & GIRLS CLUB OF THE HI-DESERT's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies.

C. TOWN OF YUCCA VALLEY, at its sole cost, shall comply with any and all laws concerning the Premises or TOWN OF YUCCA VALLEY's use of the Premises, including, without limitation, the obligation at TOWN OF YUCCA VALLEY's cost to alter, maintain or improve the Premises in compliance with and conformity with all laws relating to the condition, use or occupancy of the Premises during the term (including the Americans With Disabilities Act).

D. If TOWN OF YUCCA VALLEY's use of the Premises results in a rate increase for the Premises, TOWN OF YUCCA VALLEY shall pay within ten (10) days of billing from BOYS & GIRLS CLUB OF THE HI-DESERT, as additional rent, a sum equal to the additional premium caused by such rate increase.

E. TOWN OF YUCCA VALLEY agrees not to use the Premises for any immoral or unlawful purpose.

F. TOWN OF YUCCA VALLEY shall not commit any waste or any public or private nuisance upon the Premises.

G. TOWN OF YUCCA VALLEY shall comply with all laws, rules, and orders of all federal, state and municipal governments or agencies that may be applicable to use of the Premises.

H. TOWN OF YUCCA VALLEY shall at all times keep the Premises in a neat and attractive appearance.

I. TOWN OF YUCCA VALLEY's use of the Premises is subject to: (i) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, ground leases, rights of way, and other matters or documents of record now or hereafter recorded, (ii) the effects of any zoning laws of the TOWN OF YUCCA VALLEY, county and state where the Premises are situated.

J. TOWN OF YUCCA VALLEY agrees (i) that as to its leasehold estate it, and all persons in possession or holding under it, will conform to and will not violate said matters of record, and (ii) that this Lease is and shall be subordinate to said matters of record and any amendments or modifications thereto.

#### **ARTICLE 7. Condition of Premises**

TOWN OF YUCCA VALLEY acknowledges that as of the date of this Lease, TOWN OF YUCCA VALLEY has inspected the Premises and all improvements on the Premises and that the Premises and improvements are in good order, repair, and condition and suitable for TOWN OF YUCCA VALLEY's uses permitted by this Lease. The parties agree that any additional improvements or alterations to the Premises, not otherwise specified herein, must be authorized by BOYS & GIRLS CLUB OF THE HI-DESERT in writing and performed at the sole cost and expense of TOWN OF YUCCA VALLEY.

#### **ARTICLE 8. Repairs and Maintenance**

A. TOWN OF YUCCA VALLEY, at its sole cost and expense, shall keep the Premises in reasonable order, condition and repair and shall make all replacements necessary to keep the Premises in such condition. TOWN OF YUCCA VALLEY, at its expense, shall repair promptly any damage to the Premises caused by TOWN OF YUCCA VALLEY or its agents, employees, or invitees, or caused by the installation or removal of TOWN OF YUCCA VALLEY's personal property. All replacements shall be of a quality equal to or exceeding that of the original. Should TOWN OF YUCCA VALLEY fail to make these repairs and replacements or otherwise so maintain the Premises for a period of fifteen (15) days after written demand by BOYS & GIRLS CLUB OF THE HI-DESERT, or should TOWN OF YUCCA VALLEY commence, but fail to complete, any repairs or replacements within sixty (60) days after written demand by BOYS & GIRLS CLUB OF THE HI-DESERT, BOYS & GIRLS CLUB OF THE HI-DESERT may enter the Premises and make such repairs or replacements and TOWN OF YUCCA VALLEY shall pay to BOYS & GIRLS CLUB OF THE HI-DESERT the costs incurred by BOYS & GIRLS CLUB OF THE HI-DESERT in making such repairs or replacements together with interest thereon at the maximum rate permitted by law from the date



of commencement of the work until repaid. BOYS & GIRLS CLUB OF THE HI-DESERT shall be responsible for exterior maintenance of the Premises.

B. TOWN OF YUCCA VALLEY agrees to deliver to BOYS & GIRLS CLUB OF THE HI-DESERT physical possession of the Premises at the end of this Lease's term, or any extension of the term, in good condition and repair, reasonable wear and tear and loss by fire or other casualty or by earthquake or other act of God excepted.

**ARTICLE 9. TOWN OF YUCCA VALLEY Improvements and Alterations**

A. TOWN OF YUCCA VALLEY shall be responsible for constructing any improvements necessary to use the premises for the purpose of facilitating the conduct of recreation and sports field facilities and programs at its sole cost and expense (the "TOWN OF YUCCA VALLEY's Work"). TOWN OF YUCCA VALLEY shall have sole responsibility for all engineering, architecture, or similar needs involved in TOWN OF YUCCA VALLEY's Work.

B. All construction work required or permitted by this Lease shall be approved by BOYS & GIRLS CLUB OF THE HI-DESERT in writing and done in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authority and insurers of the Premises.

C. Except for TOWN OF YUCCA VALLEY's Work approved by BOYS & GIRLS CLUB OF THE HI-DESERT by written agreement, TOWN OF YUCCA VALLEY shall not make any alterations to the improvements on the Premises. Approval may be conditioned upon the receipt by BOYS & GIRLS CLUB OF THE HI-DESERT of a set of plans and specifications, or written description of the work to be completed for the alterations no later than thirty (30) days prior to the scheduled construction of the alterations. TOWN OF YUCCA VALLEY will indemnify and defend BOYS & GIRLS CLUB OF THE HI-DESERT for all liens, claims, or damages caused by improvements, additions, alterations, and major repairs. BOYS & GIRLS CLUB OF THE HI-DESERT agrees, when requested by TOWN OF YUCCA VALLEY, to execute and deliver any applications, consents, or other instruments required to permit TOWN OF YUCCA VALLEY to do this work or to obtain permits for the work. These requirements shall not apply to normal maintenance and operations of the facilities constructed on the Premises.

D. Except as set forth in this section, all alterations and improvements made to the Premises shall become the property of BOYS & GIRLS CLUB OF THE HI-DESERT and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

E. At least ten (10) days before any construction commences or materials are delivered for any alterations that TOWN OF YUCCA VALLEY is making to the Premises, TOWN OF YUCCA VALLEY shall give written notice to BOYS & GIRLS CLUB OF THE HI-DESERT as to when the construction is to commence or the materials are to be delivered. BOYS & GIRLS CLUB OF THE HI-DESERT shall then have the right to protect BOYS & GIRLS CLUB OF THE HI-DESERT and BOYS & GIRLS CLUB OF THE HI-DESERT's interest in making the alterations; provided, however, that it shall be TOWN OF YUCCA VALLEY's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of TOWN OF YUCCA VALLEY.

F. TOWN OF YUCCA VALLEY will not at any time permit any mechanics', laborers, or material men's liens to stand against the Premises for any labor or material furnished to TOWN OF YUCCA VALLEY or claimed to have been furnished to TOWN OF YUCCA VALLEY or TOWN OF YUCCA VALLEY's agents, contractors, or sub-contractors, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of TOWN OF YUCCA VALLEY; provided, however, that TOWN OF YUCCA VALLEY shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to BOYS & GIRLS CLUB OF THE HI-DESERT a letter executed by TOWN OF YUCCA VALLEY assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. TOWN OF YUCCA VALLEY's right, however, to contest these liens shall not extend beyond the point where BOYS & GIRLS CLUB OF THE HI-DESERT's title to the Premises could be lost. On final determination of the lien or claim of lien, TOWN OF YUCCA VALLEY will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at TOWN OF YUCCA VALLEY's own expense. If TOWN OF YUCCA VALLEY fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, BOYS & GIRLS CLUB OF THE HI-DESERT shall have the right, upon five (5) days' written notice to TOWN OF YUCCA VALLEY, to pay or prevent this action, and the amount paid by BOYS & GIRLS CLUB OF THE HI-DESERT shall be immediately due and payable to BOYS & GIRLS CLUB OF THE HI-DESERT.

#### **ARTICLE 10. Signs**

A. TOWN OF YUCCA VALLEY may place and maintain signs on the Premises provided, however, that TOWN OF YUCCA VALLEY shall first obtain any necessary governmental permits or licenses therefore and maintain it in good appearance and repair at all times during this Lease. At the expiration or termination of this Lease, any of the items mentioned in this section that are not removed from the Premises by TOWN OF YUCCA VALLEY may, without damage or liability, be destroyed by BOYS & GIRLS CLUB OF THE HI-DESERT.

B. Any trade fixtures that are not removed from the Premises by TOWN OF YUCCA VALLEY within sixty (60) days after the Termination Date shall be deemed abandoned by TOWN OF YUCCA VALLEY and shall automatically become the property of BOYS & GIRLS CLUB OF THE HI-DESERT as owner of the real property to which they are affixed.

#### **ARTICLE 11. Entry**

TOWN OF YUCCA VALLEY shall permit BOYS & GIRLS CLUB OF THE HI-DESERT or BOYS & GIRLS CLUB OF THE HI-DESERT's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable prior notice to inspect the Premises to determine whether TOWN OF YUCCA VALLEY is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect BOYS & GIRLS CLUB OF THE HI-DESERT's interest in the Premises under this Lease or to perform BOYS & GIRLS CLUB OF THE HI-DESERT's duties under this Lease. BOYS & GIRLS CLUB OF THE HI-DESERT's entry and any work conducted by BOYS & GIRLS CLUB OF THE HI-DESERT or its contractors shall be performed without interruption or unreasonable interference with TOWN OF YUCCA VALLEY's ability to operate its Museum and to remain open to the public for business.

## **ARTICLE 12. Surrender of Premises; Holding Over**

On the expiration or termination of this Lease, TOWN OF YUCCA VALLEY shall promptly surrender and deliver the Premises to BOYS & GIRLS CLUB OF THE HI-DESERT in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

At the end expiration of this Lease, should TOWN OF YUCCA VALLEY hold over for any reason, it is agreed that in absence of a written agreement to the contrary, that tenancy shall be from ~~form~~ month-to-month only and not a renewal of this Lease, or an extension for further term. TOWN OF YUCCA VALLEY shall pay monthly rent in an amount established by BOYS & GIRLS CLUB OF THE HI-DESERT, and the month-to-month tenancy shall be subject to every other term, covenant and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

## **ARTICLE 13. Damage and Destruction**

A. If the facilities or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, BOYS & GIRLS CLUB OF THE HI-DESERT may elect to repair, restore, or reconstruct the damaged or destroyed facilities and other improvements so that the condition and quality of the improvements shall be as near as reasonably possible to the condition and quality immediately prior to the damage or destruction to the extent that proceeds of insurance are available. Damage to or destruction of any portion of the Premises except the premises occupied by TOWN OF YUCCA VALLEY, fixtures, or other improvements on the Premises by fire, the elements, or any other cause shall not terminate this Lease or entitle TOWN OF YUCCA VALLEY to surrender the Premises or otherwise affect the respective obligations of the parties, any present or future law to the contrary notwithstanding. However, if the building fixtures, or other improvements on the Premises are totally destroyed or damaged or the BOYS & GIRLS CLUB OF THE HI-DESERT does not elect to repair the Premises and the Premises are partially or wholly unsuitable or inadequate for the purposes for which TOWN OF YUCCA VALLEY was using the Premises prior to the destruction or damage, the BOYS & GIRLS CLUB OF THE HI-DESERT at its sole option may terminate the Lease.

B. If the Premises are damaged or destroyed in whole or in part and the available insurance proceeds are equal to the cost of repair, less any applicable deductible amount, BOYS & GIRLS CLUB OF THE HI-DESERT may, at its option, proceed with due diligence to have plans and specifications prepared, to commence rebuilding, reconstruction, or restoration as promptly as possible after the occurrence of the event causing the damage or destruction, and thereafter to diligently complete the work. If the insurance proceeds are not equal to the cost of repair, BOYS & GIRLS CLUB OF THE HI-DESERT may, but shall not be obligated to do whatever may be necessary for the rebuilding, recordation, repair, or restoration of any building or improvements damaged or destroyed at its own cost and expense.

C. TOWN OF YUCCA VALLEY shall give prompt notice to BOYS & GIRLS CLUB OF THE HI-DESERT in case of fire or accidents in the Premises or of any damage or defects in the Premises or any fixtures or equipment therein.

## **ARTICLE 14. Waivers of Liability & Indemnities.**

Except as may be expressly provided to the contrary in this Lease, BOYS & GIRLS CLUB OF THE HI-DESERT shall not be liable for any damage to property of TOWN OF YUCCA VALLEY, or of others, located in, on or about the Premises, nor for the loss of or

damage to any property of TOWN OF YUCCA VALLEY or of others by theft or otherwise. BOYS & GIRLS CLUB OF THE HI-DESERT shall not be liable to TOWN OF YUCCA VALLEY, TOWN OF YUCCA VALLEY's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or leaks from any part of the Premises by any cause of whatsoever nature, except as may be proximately caused by an act or omission of BOYS & GIRLS CLUB OF THE HI-DESERT or its employees, contractors or agents. BOYS & GIRLS CLUB OF THE HI-DESERT shall not be liable to TOWN OF YUCCA VALLEY, TOWN OF YUCCA VALLEY's employees or representatives for any such damage caused by other occupants or persons in the Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, that are not proximately caused by BOYS & GIRLS CLUB OF THE HI-DESERT, or its employees, contractors or agents. BOYS & GIRLS CLUB OF THE HI-DESERT shall not be liable for any latent defects in the Premises or in the buildings thereon at any time after the Effective Date of this Lease. All property of TOWN OF YUCCA VALLEY kept or stored on the Premises shall be so kept or stored at the sole risk of TOWN OF YUCCA VALLEY and TOWN OF YUCCA VALLEY shall hold BOYS & GIRLS CLUB OF THE HI-DESERT harmless from any claims arising out of damage to the same, including subrogation claims by TOWN OF YUCCA VALLEY's insurance carriers, unless such damage shall be proximately caused by the acts or omissions of BOYS & GIRLS CLUB OF THE HI-DESERT, or its employees, contractors or agents.

To the end of ensuring non-liability of the BOYS & GIRLS CLUB OF THE HI-DESERT under this Lease, TOWN OF YUCCA VALLEY shall indemnify and hold BOYS & GIRLS CLUB OF THE HI-DESERT, its employees and agents, harmless from and against any and all claims, actions, costs, expenses, liabilities, damages, penalties and demands whatsoever, together with attorneys' fees and expenses arising out of or concerning the activities of TOWN OF YUCCA VALLEY under this Lease, including but not limited to injury or death or damage to persons or property of invitees, agents, or employees of BOYS & GIRLS CLUB OF THE HI-DESERT, TOWN OF YUCCA VALLEY or others, occurring in, on or about the Premises except if caused by the negligence or gross misconduct of BOYS & GIRLS CLUB OF THE HI-DESERT or its agents. If any action or proceeding in connection with any such matters is brought against the BOYS & GIRLS CLUB OF THE HI-DESERT, notice shall be given to TOWN OF YUCCA VALLEY and TOWN OF YUCCA VALLEY shall be furnished with a copy of any papers served. BOYS & GIRLS CLUB OF THE HI-DESERT shall have the right to defend any action or proceeding, employing legal counsel selected by it. BOYS & GIRLS CLUB OF THE HI-DESERT shall not be responsible or liable in any way for the presence of any toxic or Hazardous Materials (hereinafter defined) on the Premises, including compliance with any requirements imposed by applicable governmental authorities. Termination of this Lease notwithstanding, the provisions of this Section shall continue in full force and effect as to any claims or other matter listed therein, without limitation in time by virtue or any other provisions of this Lease.

For purposes of this Lease, "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the BOYS & GIRLS CLUB OF THE HI-DESERT or Agency), the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of

the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time hereafter, in effect.

#### **ARTICLE 15. Assignment and Subletting**

A. TOWN OF YUCCA VALLEY shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of BOYS & GIRLS CLUB OF THE HI-DESERT. The consent by BOYS & GIRLS CLUB OF THE HI-DESERT to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned by TOWN OF YUCCA VALLEY, or if the Premises or any part thereof are sublet or occupied by any person or entity other than TOWN OF YUCCA VALLEY, BOYS & GIRLS CLUB OF THE HI-DESERT may collect rent from the assignee, subtenant or occupant, for its own use and purpose and terminate this Lease. Collection shall not be deemed a waiver on the part of BOYS & GIRLS CLUB OF THE HI-DESERT, or the acceptance of the assignee, subtenant or occupant as TOWN OF YUCCA VALLEY, or a release of TOWN OF YUCCA VALLEY from the further performance by TOWN OF YUCCA VALLEY of covenants on the part of TOWN OF YUCCA VALLEY herein contained.

B. Irrespective of any assignment or Lease, TOWN OF YUCCA VALLEY shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

#### **ARTICLE 16. Involuntary Assignment.**

No interest of TOWN OF YUCCA VALLEY in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if TOWN OF YUCCA VALLEY is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TOWN OF YUCCA VALLEY is bankrupt; or, if TOWN OF YUCCA VALLEY is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes

bankrupt or insolvent, or makes an assignment for the benefit of creditors; (b) if a writ of attachment or execution is levied on this Lease; or (c) if, in any proceeding or action to which TOWN OF YUCCA VALLEY is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by TOWN OF YUCCA VALLEY, and Owner shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of TOWN OF YUCCA VALLEY.

#### **ARTICLE 17. Insurance**

A. **Liability Insurance Coverage.** TOWN OF YUCCA VALLEY, at its sole expense, shall obtain prior to entering onto the Property and/or commencing any activity described in this Lease, and shall maintain or cause to be maintained during the entire term of this Lease, comprehensive general liability insurance, including, but not limited to, owned and non-owned vehicle liability, personal injury, blanket contractual, broad form property damage, and product/completed operations liability coverage shall be on a per occurrence basis and shall have limits of not less than \$1,000,000.00 (one million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage liability.

B. TOWN OF YUCCA VALLEY and all persons performing work for, or on behalf of TOWN OF YUCCA VALLEY, including, but not limited to, their contractors or sub-contractors, shall, at TOWN OF YUCCA VALLEY's own cost and expense, procure and maintain during the performance of the said work, a policy of worker's compensation insurance and employer's liability insurance in such amount as to willfully comply with the laws of the State of California.

C. All of the above policies of insurance shall name BOYS & GIRLS CLUB OF THE HI-DESERT, its officers, employees, and agents as additional insured's. In the event any of said policies of insurance are canceled, TOWN OF YUCCA VALLEY shall, prior to the cancellation date, submit new evidence of insurance.

#### **ARTICLE 18. Default**

A. **TOWN OF YUCCA VALLEY's Default.** The occurrence of any of the following shall constitute a default by TOWN OF YUCCA VALLEY: (i) abandonment and/or vacation of the Premises; (ii) failure to operate in the Premises for fifteen (15) consecutive days; (iii) failure to perform any nonmonetary provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to TOWN OF YUCCA VALLEY; or (iv) failure to timely deliver an estoppel certificate as required by this Lease.

B. Notices given under this Section shall not be deemed a forfeiture or a termination of this Lease unless BOYS & GIRLS CLUB OF THE HI-DESERT so elects in the notice. Notices given under this Section shall be in lieu of, and not in addition to, any statutory notice required by law.

C. **BOYS & GIRLS CLUB OF THE HI-DESERT's Remedies.** BOYS & GIRLS CLUB OF THE HI-DESERT shall have the following remedies if TOWN OF YUCCA VALLEY commits a default:

1. BOYS & GIRLS CLUB OF THE HI-DESERT can continue this Lease in full force and effect after TOWN OF YUCCA VALLEY's default and abandonment, and the Lease will continue in effect as long as BOYS & GIRLS CLUB OF THE HI-DESERT does not terminate TOWN OF YUCCA VALLEY's right to possession, and BOYS & GIRLS CLUB OF

THE HI-DESERT may enforce all BOYS & GIRLS CLUB OF THE HI-DESERT's rights and remedies under the Lease. During the period TOWN OF YUCCA VALLEY is in default, BOYS & GIRLS CLUB OF THE HI-DESERT can enter the Premises and re-let them, or any part of them, to third parties.

2. BOYS & GIRLS CLUB OF THE HI-DESERT can terminate TOWN OF YUCCA VALLEY's right to possession of the Premises at any time. No act by BOYS & GIRLS CLUB OF THE HI-DESERT, other than giving notice to TOWN OF YUCCA VALLEY, shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on BOYS & GIRLS CLUB OF THE HI-DESERT's initiative to protect BOYS & GIRLS CLUB OF THE HI-DESERT's interest under this Lease shall not constitute a termination of TOWN OF YUCCA VALLEY's right to possession. On termination, BOYS & GIRLS CLUB OF THE HI-DESERT has the right to recover from TOWN OF YUCCA VALLEY any and all amounts and court costs, necessary to compensate BOYS & GIRLS CLUB OF THE HI-DESERT for all detriment proximately caused by TOWN OF YUCCA VALLEY's default.

3. BOYS & GIRLS CLUB OF THE HI-DESERT, at any time after TOWN OF YUCCA VALLEY commits a default, can cure the default at TOWN OF YUCCA VALLEY's cost. If BOYS & GIRLS CLUB OF THE HI-DESERT at any time, by reason of TOWN OF YUCCA VALLEY's default, pays any sum or does any act that requires the payment of any sum, the sum paid by BOYS & GIRLS CLUB OF THE HI-DESERT shall be due immediately from TOWN OF YUCCA VALLEY to BOYS & GIRLS CLUB OF THE HI-DESERT at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by BOYS & GIRLS CLUB OF THE HI-DESERT until BOYS & GIRLS CLUB OF THE HI-DESERT is reimbursed by TOWN OF YUCCA VALLEY. The sum, together with interest on it, shall be additional rent.

4. Upon the occurrence of an Event of Default, BOYS & GIRLS CLUB OF THE HI-DESERT shall also have the right, with or without termination of this Lease, to re-enter the Premises and remove all persons and property from the Premises. BOYS & GIRLS CLUB OF THE HI-DESERT may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of TOWN OF YUCCA VALLEY.

These remedies are not exclusive; they are cumulative and in addition to any remedies BOYS & GIRLS CLUB OF THE HI-DESERT may have now or later allowed by law.

**D. Default by BOYS & GIRLS CLUB OF THE HI-DESERT.** If BOYS & GIRLS CLUB OF THE HI-DESERT fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail (provided, however, that if such default is of a nature that it cannot reasonably be cured within thirty (30) day period, BOYS & GIRLS CLUB OF THE HI-DESERT shall have such additional time as may be required to effect such cure provided BOYS & GIRLS CLUB OF THE HI-DESERT commences the cure within such 30 day period), BOYS & GIRLS CLUB OF THE HI-DESERT's liability shall be limited to BOYS & GIRLS CLUB OF THE HI-DESERT's interest in the Premises. BOYS & GIRLS CLUB OF THE HI-DESERT shall not be liable to TOWN OF YUCCA VALLEY for any damages sustained as a direct result of such default. Neither BOYS & GIRLS CLUB OF THE HI-DESERT nor any of its officers, employees, or agents shall be personally liable.

**ARTICLE 19. Waiver of Rights of Redemption.**

TOWN OF YUCCA VALLEY expressly waives any and all rights of redemption granted by or under any present or future laws in the event of TOWN OF YUCCA VALLEY being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Premises, by reason of the violation by TOWN OF YUCCA VALLEY of any of the covenants or conditions of this Lease, or otherwise.

**ARTICLE 20. Waiver of Breach**

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease.

**ARTICLE 21. Successors and Sale of Premises**

A. **Successors and Assigns.** Except as provided in this Lease, all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of TOWN OF YUCCA VALLEY unless the assignment to such assignee has been approved by BOYS & GIRLS CLUB OF THE HI-DESERT in writing as provided for herein.

B. **Sale of Premises.** In the event BOYS & GIRLS CLUB OF THE HI-DESERT shall sell, convey, transfer or exchange the Premises, TOWN OF YUCCA VALLEY agrees to recognize and attorn to the purchaser or transferee, as the BOYS & GIRLS CLUB OF THE HI-DESERT hereunder and BOYS & GIRLS CLUB OF THE HI-DESERT shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange.

**ARTICLE 22. Miscellaneous**

A. **Governing Law/Venue.** This Lease shall be governed by and construed in accordance with California Law. In the event of litigation the appropriate venue shall be the San Bernardino Superior Courts.

B. **Compliance with Laws.** BOYS & GIRLS CLUB OF THE HI-DESERT shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the Property; and shall faithfully observe in said use all municipal ordinances, including, but not limited to, the general plan and zoning ordinances, state and federal statutes, or other governmental regulations now in force, or which shall hereinafter be in force.

C. **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

D. **No Brokerage Commission.** Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

E. **Rights Cumulative.** The rights and remedies of BOYS & GIRLS CLUB OF THE HI-DESERT specified in this Lease shall be cumulative and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of BOYS & GIRLS CLUB OF THE HI-



DESERT and TOWN OF YUCCA VALLEY in addition to any other rights and remedies provided by law.

F. **No Partnership.** BOYS & GIRLS CLUB OF THE HI-DESERT does not, in any way or for any purpose, become a partner of TOWN OF YUCCA VALLEY in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with TOWN OF YUCCA VALLEY by reason of this Lease. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purposes of providing a method whereby Rent is to be measured and ascertained.

G. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act shall be excused for the period of such delay.

H. **Covenant Against Discrimination.** Parties covenant that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

I. **Notices.** Any notice to either the parties hereto required or desired under the provisions and conditions of this instrument shall be given in writing by certified mail, registered mail, or by personal delivery addressed to the party for whom it is intended at the following addresses. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

To BOYS & GIRLS CLUB OF THE HI-DESERT:  
56525 Little League Drive  
Yucca Valley, CA 92284

Attn: BOYS & GIRLS CLUB OF THE HI-DESERT, Executive Director  
Fax: (951) 922-3174

To TOWN OF YUCCA VALLEY:  
57090 29 Palms Highway  
Yucca Valley, CA 92284

Attn: Town of Yucca Valley, Town Manager

Either party, TOWN OF YUCCA VALLEY or BOYS & GIRLS CLUB OF THE HI-DESERT, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

J. **Captions and Section Numbers.** The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

K. **TOWN OF YUCCA VALLEY Defined, Use of Pronoun.** The word "TOWN OF YUCCA VALLEY" means each and every person or party mentioned as a TOWN OF YUCCA VALLEY herein, be the same one or more; and if there shall be more than one TOWN OF YUCCA VALLEY, any notice required or permitted by the terms of this Lease may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. The persons signing as TOWN OF YUCCA VALLEY shall be jointly and severally liable. The use of the neuter singular pronoun to refer to BOYS & GIRLS CLUB OF THE HI-DESERT or TOWN OF YUCCA VALLEY shall be deemed a proper reference even though BOYS & GIRLS CLUB OF THE HI-DESERT or TOWN OF YUCCA VALLEY may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where TOWN OF YUCCA VALLEY is a corporation, association, partnership, or individual, male or female, shall in all instances be assumed as though in each case fully expressed.

L. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

M. **Recording.** TOWN OF YUCCA VALLEY shall not record this Lease or a memorandum thereof.

N. **Legal Expenses.**

1. In the event that any time during the Term either BOYS & GIRLS CLUB OF THE HI-DESERT or TOWN OF YUCCA VALLEY shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, or engage an attorney to enforce such provision then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the actual expenses of attorneys' fees and disbursements incurred therein by the successful party.

2. The successful party in such suit shall be entitled to its costs of suit and actual attorneys' fees whether or not such action is prosecuted to judgment. "Successful party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other or who defends against an action brought by the other and whose position is substantially upheld.

O. **Authority.** If TOWN OF YUCCA VALLEY is a Municipal Corporation each individual executing this Lease on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

P. **Severability.** In the event that any provision of this Lease shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Lease.

Q. **Run With the Land.** The covenants contained in this Lease shall run with the land and shall be binding on successors and assigns of the parties.

R. **Corporate Authority.** The persons executing this Lease on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Lease on behalf of said party, (iii) by so executing this Lease, such party is formally bound to the provisions of this Lease, and (iv) the entering into this Lease does not violate any provision of any other Lease to which said party is bound.

S. **Entire Agreement.** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the representations, covenants, promises, agreements, conditions and understandings between BOYS & GIRLS CLUB OF THE HI-DESERT and TOWN OF YUCCA VALLEY concerning the Premises and there are no representations, covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Any subsequent alteration, amendment, change or addition to this Lease must be in writing, signed by BOYS & GIRLS CLUB OF THE HI-DESERT and TOWN OF YUCCA VALLEY.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

**BOYS & GIRLS CLUB OF THE HI-DESERT**  
corporation 501 C 3 Non-Profit Corporation

By: \_\_\_\_\_  
BOYS & GIRLS CLUB OF THE HI-  
DESERT President

ATTEST:

\_\_\_\_\_  
BOYS & GIRLS CLUB OF THE HI-DESERT, Secretary

APPROVED AS TO FORM  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
TOWN OF YUCCA VALLEY Attorney

**TOWN OF YUCCA VALLEY** A Municipal  
Corporation

By: \_\_\_\_\_  
Merl Abel, Mayor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity as a BOYS & GIRLS CLUB OF THE HI-DESERT(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPABOYS & GIRLS CLUB OF THE HI-DESERT  
CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

INDIVIDUAL  
 CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

PARTNER(S)       LIMITED  
    GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

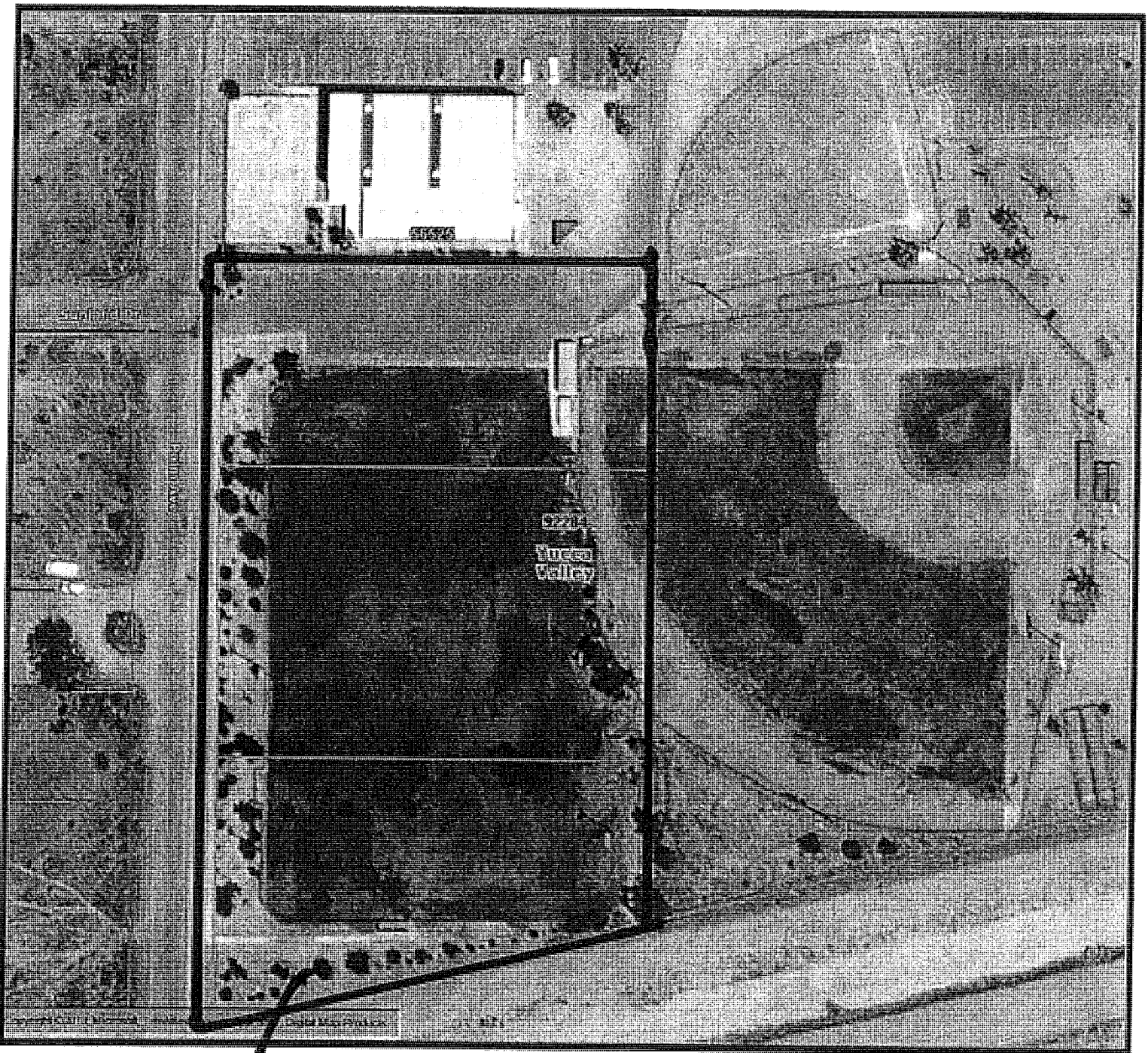
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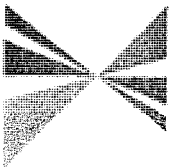
**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"  
SITE MAP



SOUTHERN CALIFORNIA



ASSOCIATION of GOVERNMENTS

PIQ



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TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Mark Nuaimi, Town Manager
Date: April 21, 2013
For Council Meeting: April 30, 2013 – Budget Workshop
Subject: Park Maintenance Transition Plan

Prior Council Review: None on this specific plan. The Town has previously negotiated a water purchase agreement with the Hi-Desert Water District that provides irrigation water at cost, providing dramatic savings to Town-owned facilities.

Recommendation: Receive & provide policy direction on Recommended Strategies for providing long-term maintenance for current and future park facilities.

Summary: As staff is developing the FY 13/14 budget, a strategy for absorbing the maintenance of additional park facilities has been developed and is being brought forward to the Town Council for consideration. This approach phases in the maintenance obligations allowing the Town to gradually accommodate the new demands for service. The strategy also relies upon seasonal landscape maintenance and part-time, non-benefitted resources to provide cost-effective, on-going maintenance of the facilities.

- Order of Procedure:
Request Staff Report
Request Public Comment
Council Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Roll Call Vote

Background: The Basin Wide Foundation (BWF) has acquired 12+ acres of property for the development of a community park. The park location was recommended in the Town's Park Master Plan Update, adopted by the Council in 2008. The Foundation has been involved in ongoing project fundraising and has regularly conferred with stakeholder agencies to develop the park concept. Through the generosity of the Brehm family and many individual and corporate donors, the BWF is nearing completion of a majority of the proposed project features. Included in these improvements are: Miracle League facility, two grass soccer fields, picnic facilities, a concession / restroom facility, and two of the three parking lots.

Reviewed By: [Signature] Town Manager, [Signature] Town Attorney, [Signature] Mgmt Services, [Signature] Dept Head

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

While no formal agreements are in place, there has been on-going dialog between the BWF and Town officials over the past decade concerning the eventual operation & maintenance of these facilities. In fact, the Town partnered with the BWF to compete for Proposition 84 funds to complete construction of all features at the park. Unfortunately prior efforts were unsuccessful in securing construction funding. This proposal looks to formally capture policy direction from the Town Council and provide certainty to the BWF as they near project completion.

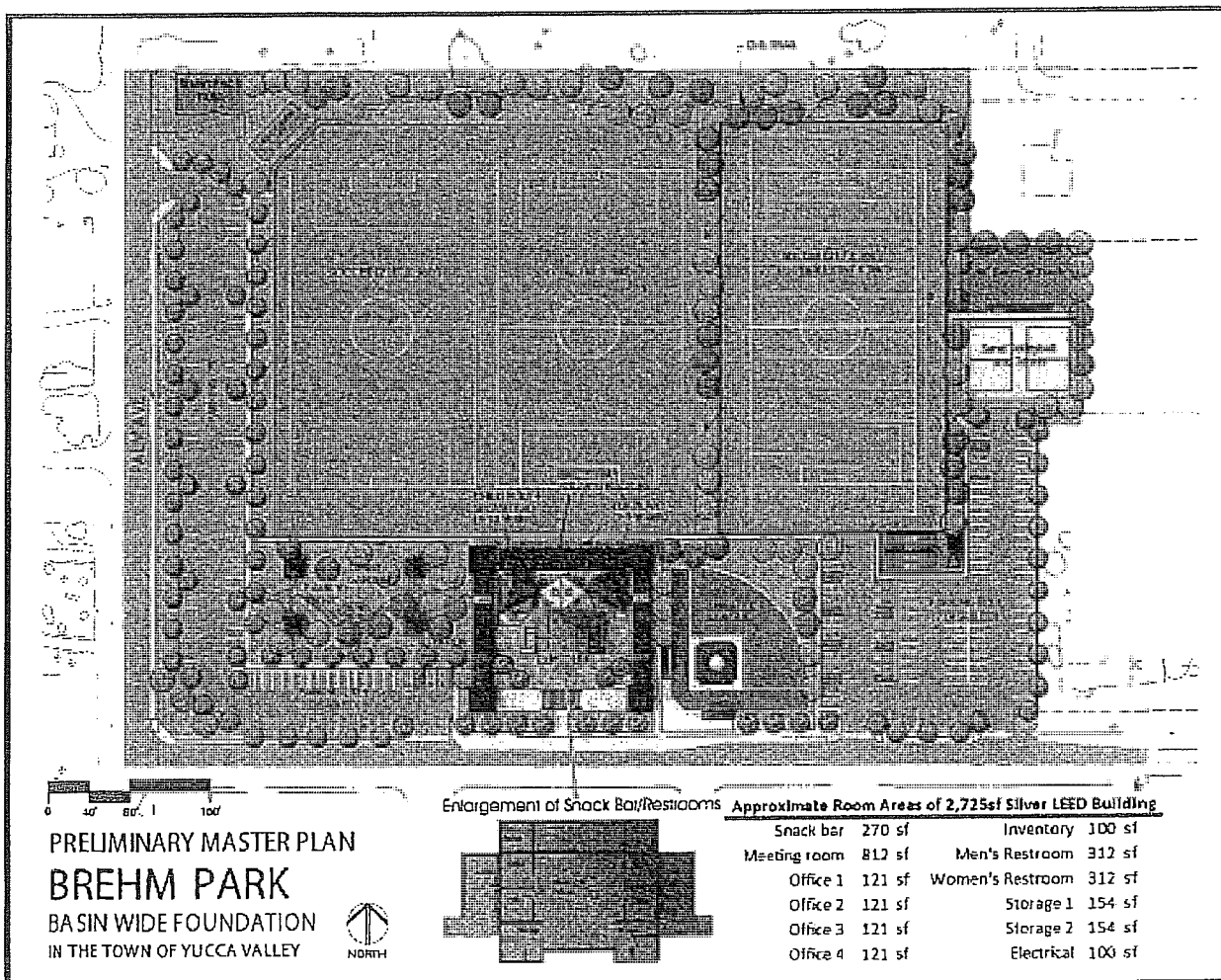
The Town also has an on-going partnership agreement with the BWF, contributing to the maintenance of the Youth Sports Park located on the corner of Palm & Little League Drive. The Town has contributed \$13,000 annually through a partnership agreement with the BWF to cover portions of the maintenance costs associated with this facility. BWF representatives have continued to maintain this facility since partnering with the Town years ago to bring about this improvement as well. Nonetheless, the stated goal of the BWF is to strengthen non-profit organizations in the community. Accordingly, BWF is not a park facility operator and should not be placed in the position of maintaining a community asset for extended timeframes, as has been the case with the existing Youth Sports Park.

**Park Maintenance Transition Plan.** In developing a long-term maintenance plan for Brehm Park, Town staff has also examined options to bring the Youth Sports Park under Town ownership and responsibility as well, should BWF desire to exit park facility operations. A proposed maintenance transition plan is outlined below:

1. Youth Sports Park accepted by Town for FY 13/14 Budget Cycle –
  - a. BWF would dedicate the Youth Sports Park to the Town of Yucca Valley;
  - b. Town would add YSP to Town irrigation accounts with HDWD, water costs would be substantially reduced;
  - c. Town would transition the current partnership funding with BWF for the YSP (\$13,000) to cover a portion of Town maintenance expenses;
  - d. Town would negotiate and coordinate facility use agreements with current users of those facilities (MUSD, MBYSA, TVLL);
  - e. Town would pursue potential energy-efficiency investments to reduce the costs of utilities;
2. Town could consider the contribution of non-general fund resources (RDA bonds, Park Development Impact Fees, other Special Revenues) to complete elements of the Brehm Park currently being delivered by the BWF. In exchange for that investment of resources, the BWF would extend their maintenance of the facilities beyond a minimum 6 months warrantee period –



- a. BWF & Town to negotiate items that remain to be completed that would qualify for Town resources. Examples include: west-side parking lot, playground equipment purchase, off-site improvements;
- b. BWF would complete two grass soccer fields and maintain those fields through a normal "establishment" (warranty) period (minimum 6 months);
- c. BWF would dedicate the Brehm Park complex to the Town at the end of the warranty period and completion of required improvements;
- d. Upon dedication, Town would add Brehm Park complex to Town irrigation accounts with HDWD; water costs would be substantially reduced through the Town's water purchase agreement;
- e. Town would solicit bids to provide maintenance of the Brehm Park complex; BWF would be invited to continue providing maintenance for the complex. Maintenance costs would be credited against the Town's investment in improvements (item a);
- f. Town would negotiate facility use agreements with potential users of those facilities (Lobos football, MUSD, MBYSA, TVLL, Miracle League);



Through this transition plan, the community would receive the park improvements as a dedicated addition to the Town's maintained park inventory, bringing the total acreage of improved parks to over 52 acres.

Park Site	Developed Acreage	Undeveloped Acreage	Maintained Open Space	Amenities
Community Center Park	19.9	2.3	0	Lighted softball field Lighted soccer field 2 lighted basketball courts Lighted volleyball court Playground 2 picnic shelters Horseshoe pits
Jacobs Park	5.0	0	0	2 basketball half-courts 4 lighted tennis courts Tee-ball field (un-turfed) Playground Picnic shelter Community building
Machris Park	4.0	8.0	0	Lighted softball field Basketball court Playground Community building
Paradise Park	5.0	0	0	Basketball half-court Tee-ball field (un-turfed) Playground Picnic shelter Community building
Sunnyslope Park	2.5	8.0	0	BMX Track
North Park	0	0	80.0	-
South Park	0	0	40.0	Developed Hiking Trail
Essig Park	3.5	76.5	0	Playground Picnic shelter Turfed play area Dog Park
Remembrance Park	0.2	0	0	Xeriscape Garden
Youth Sports Park	3.5	0	0	Lighted softball field Lighted soccer field Restroom / SnackBar
Brehm Park	12.0	0	0	Lighted soccer fields Miracle Field Playground Picnic shelters Community building Snack bar/restrooms
<b>Total</b>	<b>52.1</b>	<b>94.8</b>	<b>120.0</b>	

**Park Maintenance Strategy** – One of the primary concerns with transitioning these facilities to the Town was the cost to maintain these assets. There are three primary factors that drive the cost to maintain these parks: 1) water, 2) staffing, & 3) electricity. Staff has examined each of these components and believes that a cost-effective approach is possible to maintain these assets.

- Water cost containment – the Town completed a water purchase agreement with the Hi-Desert Water District last year that brought considerable savings to irrigation for Town-maintained park facilities. In doing so, the Town has greatly reduced the on-going costs for bringing park facilities into the maintained Town inventory. Further, the Town has invested in technology promoting water efficiency and further reducing the costs of irrigation;
- Staffing transition – as the Town expands the park inventory, staff is transitioning from full-time resources to a hybrid approach combining full-time and part-time, non-benefitted staffing resources. The Town may also examine the possibility of outsourcing some of the more routine maintenance activity if it makes financial sense;
- Renewable Energy projects – Town staff are examining a number of energy-efficiency improvements to reduce the on-going maintenance costs associated with recreational facilities. Staff will bring forward these projects in FY13/14 as Redevelopment bond expenditure plans move forward.

**Transitioning Improvements to Use** – As the BWF completes components of Brehm Park, they are looking for Town approval to phase in use of these components without completion of all the improvements in the complex. Town staff is primarily concerned with having sufficient parking improvements in place to support the additional recreational facilities. Staff has reviewed the park design and determined that there are sufficient parking spaces currently constructed to open the facilities as they are completed. However, the west parking lot **must be completed** prior to the Town accepting the park into its maintained park inventory. There is the potential that off-site improvements may be delayed due to lack of funding, coordination with SCE utility activity, and/or coordination with the HDWD sewer project. Staff will bring those items back to council for concurrence as more details are known. Staff is seeking council concurrence with staff's determination on phasing of improvements for use.

**Fiscal impact:** Bringing on additional recreational facilities will have a recurring cost impact on the General Fund. Staff has focused on two of the primary cost drivers and believes there may be additional capital improvements that can be brought forward that reduces the recurring costs for maintaining these facilities.

Based upon the phasing Park Maintenance transition plan, the FY 13/14 budget would be impacted by a full year of maintenance costs associated with the Youth Sports Park of \$51,463 (net \$29,463 when credited with water pre-purchase and annual partnership contributions) and a maximum of six (6) months of maintenance on the Brehm Park facility of \$63,000 (net \$51,000 with water pre-purchase) for a total impact of \$115,000 (net \$80,000) for FY 2013-14. The maintenance of Brehm Park facilities could be delayed in exchange for non-General Fund capital contributions towards features within the park project. The annual maintenance costs for the facilities are shown below:

Youth Sports Park	Total Hours	\$ 35.00	\$ 20.00	\$ 15.00	\$ 10.00
		Town F/T	P/T Seasonal	P/T Janitorial	P/T Rec
Mow	113	12	101		
Irrigation Repair	130	130			
Aerate	27	7	20		
Fert/Overseed, gophers weeds/grubs	36	4	32		
weeds/grubs	12	2	10		
Tree/Shrub Trim-Prune	60	20	40		
travel time, set up, training, met	100	10	20	70	
Vandalism	20	10	10		
Equipment Maintenance	52	40	12		
Field Striping	225				225
Hardscape Maintenance	25			25	
String Trimming	52		52		
Irrigation System Adjustments	33	33			
Softball Field Groom	112	50	62		
Trash/Restrooms	182.5	12		170.5	
Labor Hourly Totals	1179.5	330	359	265.5	225
Labor Costs	\$ 24,963	\$ 11,550	\$ 7,180	\$ 3,983	\$ 2,250
Annual Light Adjustments	\$ 2,500				
Fert/Chem/seed	\$ 2,500				
Facility Maintenance supplies	\$ 2,000				
Equip/Vehic Amort	\$ 2,500				
Other	\$ 1,500				
Electrical field lights,	\$ 6,500				
Irrigation Water	\$ 9,000				
Long-Term Costs					
Total:	\$ 51,463	\$ 51,463			
net water pre-paid	\$ (9,000)	\$ (9,000)			
net annual partnership	\$ (13,000)	\$ (13,000)			
future water liability		\$18,905			
Town Cost Increase	\$ 29,463	\$ 48,367			

**Brehm Youth Sports Park**

	\$	35.00	\$ 20.00	\$ 15.00	\$ 10.00
			P/T	P/T	
	Total Hours	Town F/T	Seasonal	Janitorial	P/T Rec
Mow	180		162		
Irrigation Repair	130				
Aerate	54		41		
Fert/Overseed, gophers	72		8	64	
weeds/grubs	24		4	20	
Travel time, setup	100		10	20	70
Tree/Shrub Trim-Prune	26		26		
Vandalism	26		13	13	
PGE Inspections	40		40		
Equipment Maintenance	104		78	26	
Field Striping (rec, min wage)	450		450		
Hardscape Maintenance	365			365	
String Trim (unknown)	104				104
Irrigation System adjustments	66		66		
Weed control non turf areas	52		52		
Trash/Restrooms	182.5		12	170.5	
<b>Labor Hourly Totals</b>	<b>1975.5</b>	<b>418</b>	<b>848</b>	<b>605.5</b>	<b>104</b>
<b>Labor Costs</b>	<b>\$ 41,713</b>	<b>\$ 14,630</b>	<b>\$16,960</b>	<b>\$ 9,083</b>	<b>\$ 1,040</b>
Fert/Chem/seed	\$ 10,000				
Equip/Vehic Amort	\$ 2,500				
Other	\$ 1,500				
Annual Light Adjustments	\$ 5,000				
Facility Maintenance Supplies	\$ 3,000				
Play Surface amortization, Mir F	\$ 7,500				
Replace PG Surface 10 years	\$ 2,000				
Electrical field lights,	\$ 30,000				
Irrigation Water	\$ 22,000				
		Long-Term Costs			
<b>Total:</b>	<b>\$ 125,213</b>	<b>\$ 125,213</b>			
net water pre-paid	\$ (22,000)	\$ (22,000)			
future water liability		\$46,189			
<b>Town Cost Increase</b>	<b>\$ 103,213</b>	<b>\$ 149,402</b>			

Ultimately, the ongoing maintenance costs for these facilities would increase to approximately \$200,000 in subsequent fiscal years (assuming full rate water purchases, no revenues from potential users). These on-going operating costs also include amortization for capital improvements and equipment replacement, representing a conservative assessment of real costs to the Town for long-term maintenance of these new assets.

**Long-Term Policy Impacts:** Over the past several years, the Town has been approached by representatives from the Tri-Valley Little League concerning the Town's willingness and ability to maintain the baseball facilities adjacent to the Youth Sports Park and across the street from the Brehm Park. Town staff has expressed concern that the current Little League facilities are not currently consistent with Town park standards and that in order for the Town to be able to consider maintaining these facilities, they would need to be brought up to Town standards (irrigation, ADA access, parking, etc.) and the facilities would need to be dedicated to Town ownership.

Staff believes that this Park Maintenance Transition Plan establishes a model by which additional recreational facilities could be brought into the Town's list of maintained recreational facilities.

**Attachments:**       None

**TOWN OF YUCCA VALLEY  
SPECIAL TOWN COUNCIL MEETING MINUTES  
APRIL 30, 2013**

**OPENING CEREMONIES**

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

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

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Community Services Director Schooler, Administrative Services Director Yakimow, Police Capt. Boswell, and Deputy Town Clerk Copeland

**PLEDGE OF ALLEGIANCE**

Led by Mayor Pro Tem Lombardo

**INVOCATION**

Led by Mike Kelliher, San Bernardino Sheriff's Chaplain

**PRESENTATION**

**Employee of the Quarter**

**1. Town employee of the fourth quarter 2012**

Project Engineer Alex Qishta was recognized as employee of the quarter for the fourth quarter of 2012. Deputy Town Manager Stueckle stated the reasons for Qishta's award including the management of several substantial capital projects currently underway in Yucca Valley.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 2. Approve, Minutes of the Budget Workshop of April 6, 2013, as presented.**
- 3. Waive, further reading of all ordinances and read by title only.**

4. **Adopt**, Resolution No. 13-17 and approve the revised Notice Inviting Bids that incorporates County required language regarding Community Development Block Grant funds, Community Center Playground Improvement- Town Project No. 8961.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING RESOLUTION NO. 13-12 APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE COMMUNITY CENTER PLAYGROUND IMPROVEMENTS IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS.

5. **Adopt** Resolution No. 13-18 declaring the intent to vacate an approximate 60' x 100' easement at the intersection of SR 62 and Dumosa Avenue, as identified on Exhibit A to this staff report, being a portion of APN 595-371-14, and setting a Public Hearing for June 4, 2013 at 6:00 P.M.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO VACATE THAT PORTION OF EASEMENTS ON ASSESSOR'S PARCEL NO. 595-371-14 IDENTIFIED ON THE ATTACHED MAPS AND SETTING A TIME AND PLACE FOR HEARING THEREON

6. **Adopt** Resolution No. 13-19, approve the plans and specifications for Project No. 8327 and authorizes the Town Clerk to advertise and receive bids, pending final Caltrans and FHWA approvals, and authorizing the Town Clerk to modify the bid period, if required, based upon timing of state and federal agency approvals.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE TRANSPORTATION CONGESTION RELIEF PROGRAM PROJECT (TCRP): SR 62, LA HONDA WAY TO DUMOSA AVENUE. FEDERAL PROJECT NO. HSIPLN-5422-(017), IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE TO RECEIVE BIDS.

7. **Receive and file** the Treasurer's Report for the Third quarter of fiscal year 2012-13
8. **Ratify** the Warrant Register total of \$393,268.58 for checks dated April 18, 2013; and, **Ratify** Payroll Register total of \$213,332.57 for checks dated April 12, 2013 and April 16, 2013.

Council Member Leone questioned the election expense paid to the Registrar of Voters, listed on the Warrant Registrar dated April 18, 2013. Town Manager Nuaimi explained the expense is for the November 2012 election.



Council Member Lombardo moved to adopt Consent Agenda Items 2-8. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**DEPARTMENT REPORTS**

**9. Youth Commission Recommendation Regarding Designated Smoking Areas at the Community Center Complex**

Museum Supervisor Richardson introduced Nicholas Lombardo, Youth Commission Chairperson to present the item. Lombardo gave a brief overview of recent Youth Commission activity, including the Teen Topic Community Forum. As a result of the forum and Youth Commission discussion, smoking in Town parks is an item of community concern. 50% of forum attendees reported that smoking in Town parks bothers them. Of this 50%, 25% do not use Town parks because of second-hand smoke. To address this concern, the Youth Commission proposes to prohibit smoking at areas of use by the younger population including: the Community Center soccer field area, the softball field area, the basketball court area, and the skate park area.

Mayor Abel asked if the Youth Commission considered an alternative approach by stating the allowance of smoking only in certain areas such as the parking lots, instead of stating where smoking would not be allowed. Chair Lombardo explained by focusing on the main concern of smoking around children, it gave the Youth Commission a narrower scope to consider and allows the Town Council to consider the alternatives.

Council Member Rowe questioned that since smoking is a legal behavior for those aged appropriate and some may feel this is an intrusion into these rights, did the Youth Commission discuss this concern. Chair Lombardo explained that the Youth Commission is focusing on the areas that were most heavily used by children to limit the impact to the smoking population.

Council Member Leone stated it is very commendable for the Youth Commission to tackle such a health risk as second-hand smoke.

Council Member Huntington asked if the Youth Commission only focused their efforts to the Community Center. Chair Lombardo stated it did.

Mayor Pro Tem Lombardo stated that the Town Council should consider this recommendation considering the amount of time the Youth Commission has spent on this

recommendation.

Council Member Rowe moved to receive and file the Youth Commission recommendation and provide direction to staff to schedule the matter for future consideration in conjunction with the Facility Use Policy and/or Parks Use Ordinance review. Council Member Leone seconded. Motion carried 5-0 on voice vote.

#### 10. **FY 2013-14 Preliminary Special Revenue Funds Budget Review**

Administrative Services Director Yakimow presented the staff report including a Powerpoint presentation on the item. Yakimow gave an overview of the special revenue funds, as restricted funds by definition. Special Revenue Funds account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes. These funds have their own budget and are subjected to the Town's annual audit. The Town currently has 34 special revenue funds, of which 83% are related to transportation. Capital Projects Reserve is a special revenue fund, which is funded through General Fund residual dollars above reserve policy. The Capital Projects Reserve is used for one-time project and repairs. The Town Housing Fund is new this year and is considered an extension of the prior, RDA Low-mod housing fund with no long-term funding source. The Internal Service Fund is a proprietary fund to track internal activity related to business-type expenses.

Mayor Abel asked Yakimow to explain how each of these funds is included into our portfolio. Yakimow explained that in most cases the need for a special revenue fund is a result of state legislation, or Town Council policy direction. Grants or federal sources also require special tracking.

Ron Cohen, Yucca Valley, spoke requesting the creation of an ad-hoc committee for budget review and presented council with a list of questions regarding the proposed general fund budget.

Lori Herbel, Yucca Valley, spoke requesting the creation of a Town Council ad-hoc committee and stated figures from the proposed general fund budget. Herbel continued to offer concern with the Special Revenue Funds with funding contingent on potential risks.

Curt Duffy, Yucca Valley, spoke of his concern with health care benefits for Town Council Members.

Margo Sturges, Yucca Valley, stated the necessity of a budgetary ad-hoc committee and questioned the FY 2012-13 budget transmittal letter. Low-mod housing expenditures should not come out of the General Fund.

Yakimow explained that many comments received were in reference to the General Fund,

not on the agenda for consideration this evening. The General Fund will be presented for Council review at a later date. In response to the public comment regarding Town's staff availability, staff is always available during regular business hours and also upon request, after hours. Special revenue funding risks are limited since Town Council would not authorize any special project without secure funding sources. The General Fund risk on low/mod housing is with respect to current assets used for transitional housing assistance, traditionally paid out of low-mod housing funding. Because of ongoing maintenance on these assets, it is requested to include annual funding for such expenses.

Town Manager Nuaimi emphasized that staff has committed that the public and the council members receive answers to questions. Believes there is a learning curve when the public opens up a municipal budget. Staff is available to meet with the public to review and answer their questions.

Mayor Abel suggested that the public meet with staff with their questions, especially with items pertaining to the Warrant Register. If the explanation is unsatisfactory at that time, then address the Town Council with those concerns.

Nuaimi responded to public comment regarding a Special Revenue Budget where expenditures are greater than the revenue in the upcoming fiscal year. Many capital projects are funded with sources over a period of several years. There is no deficit spending. Each fund has its own comprehensive budget.

Council Member Huntington questioned the projected Special Revenue Fund balance as the staff report is showing \$2.8 million when stamped page 67 is reported in excess \$3 million. Yakimow confirmed that the correct total projected amount Special Revenue Funds is \$3,037,643.

Mayor Abel commented that there are different levels of funds, some opening, others closing and most geared toward specific projects over a span of several years.

Yakimow responded to prior public comment by explaining the budget reporting of these special funds is a culmination of several years over the life of the fund. It is not specific to the given year.

Council Member Rowe moved to include the Special Revenue Funds Budget for adoption with the implementing resolutions as part of the Town's comprehensive FY 2013-14 Proposed Budget. Lombardo seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**11. GASB 45 Actuarial Study and Funding Method Implementation Update**

Administrative Services Director Curtis Yakimow presented the staff report and visual presentation, defining Other Post-Employment Benefits (OPEB) expenses incurred after an employee retires from the Town of Yucca Valley. OPEB are not related to pension. Current health-care policy does not provide OPEB by definition, however because the Town participates in CalPERS health care, CalPERS mandates post-employment benefits for retirees. With the Town implementing in 2008, GASB45 requires a calculation and disclosure on the Town's financial statements, the actuarial liability associated with OPEB. Since 2008, the Town opted to utilize a pay-as-you-go plan and contributed \$5,000-\$8,000 per year. As a result, unfunded liability has been growing. To address this unfunded liability, prefunding alternative approach is recommended. Staff recommendation is to establish a 3% funding factor which will generate approximately \$71,000 annually or about \$60,000 in addition to the current pay-as-you-go amount and establish an irrevocable trust for the payments of OPEB related expenditures.

Council Member Rowe questioned the outcome if the Town opens an irrevocable trust and the possibility of not using CalPERS in the out years. Yakimow explained that the trust is used for the purpose of the trust, not specific to the provider.

Mayor Pro Tem Lombardo asked for clarification of the term irrevocable trust, used for the OPEB purpose.

Council Member Leone moved to receive and file the July 1, 2012 Actuarial Report on GASB 45 Retiree Benefit Valuation; Direct staff to adopt a prefunding approach and include a total payroll allocation equal to 3%; and direct staff to evaluate various third-party alternatives for the establishment of an irrevocable trust and return to Council with a recommended trust structure. Robert Lombardo seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**12. Tourism and Regional Marketing Budget Allocation**

Town Manager Mark Nuaimi presented the staff report and visual presentation, seeking policy direction from the Town Council. Historically, the Town has played an active role in tourism and regional marketing with partnerships with the Yucca Valley Chamber of Commerce and the development and management of the California Welcome Center. The California Welcome Center currently reports 15,000 visitors annually. Desert Regional Tourism Agency (DRTA) relies on funding from a variety of area agencies, including the Town of Yucca Valley; several of these funding resources are diminishing.

Cheryl Nankervis, Executive Director for Yucca Valley Chamber of Commerce, spoke of efforts and accomplishments in supporting area tourism.

Cary Harwin, DRTA, spoke about the history of the California Welcome Center in Yucca Valley and past partnership funding.

Margo Sturges, Yucca Valley, spoke in favor of the California Welcome Center and questioned the utility cost and DRTA agreement.

Lori Herbel, Yucca Valley, spoke in support of the California Welcome Center

Richard Harwin, Yucca Valley spoke in support of the California Welcome Center and the services it provides to area visitors, yet questioned the cost of such services.

Council Member Leone commented that local motel prices could support an increase of Transient Occupancy Tax (TOT). The tax is currently at 7% and should be increased to 10-12%. Allocate the revenue from TOT to support these tourism agencies.

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Council Member Huntington spoke of concern of the voter requirement to pass a special tax measure for a TOT increase.

Mayor Pro Tem Lombardo spoke in favor of a TOT increase, but questioned the time frame it would take to get on a ballot.

Nuaimi reminded the Council that there has been previous discussion about increasing the TOT tax to assist local hoteliers with their sewer connections.

Mayor Abel spoke in favor of local tourism and would like to see the California Welcome Center stay open. Thanked the volunteers who provide a service to area visitors.

Council Member Rowe questioned Cary Harwin about the past-due utilities DRTA owes the Town.

Council Member Leone spoke in favor of the California Welcome Center and offered his stipend in support.

Mayor Pro Tem Lombardo also spoke in favor of supporting the California Welcome Center.

Council Member Huntington moved to allocate \$25,000 in the FY 2013-14 budget to fund Tourism and Regional Marketing, in addition to in-kind facility contribution currently identified in the lease agreements; and to direct staff to report back to council after working with local and regional agencies in formulating a recommendation for expending these resources. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

### 13. Park Maintenance Transition Plan

Town Manager Nuaimi presented the staff report and visual presentation seeking policy direction on recommended strategies for providing long-term maintenance for current and future park facilities. Town currently maintains 36 improved acres of parks, 1.7 acres per 1,000 population. With the addition of Brehm Park and the Youth Sports Park into the public inventory, Town maintained parks would equal 52 acres, approximately 2.5 acres per 1,000 population. Maintenance cost drivers were discussed, including maintenance personnel, water, and utilities. A transition plan was presented explaining the intent for the Town to assume responsibility for Youth Sports Park maintenance and operations at the start of fiscal year, 2013-14. Basin Wide Foundation would complete Brehm Park and operate and maintain during a warrantee period of six months, and then dedicate it to the Town for long-term operations and maintenance as early as January 2014. Estimated maintenance costs for the first year is \$29,463 for Youth Sports Park, and 50% (6 months) of \$103,213 for Brehm Park. After the water purchase agreement expires, the estimated annual cost would increase to \$48,367 for Youth Sports Park and \$149,402 for Brehm Park.

Cindy Melland, Basin Wide Foundation spoke about the amenities included at Brehm Park, including two full-sized soccer/football fields, concession stand, meeting center, restrooms, Miracle Field designed for those with special needs, educational walking path, and picnic area. Melland thanked contractor, Brett Morrison and invited the public to visit the park. Basin Wide Foundation anticipates opening the park on Memorial Day weekend for the Grubstake Days community event.

Kristina McCune, Joshua Tree, spoke about roller derby and its recreational benefits and gave support of Brehm Park.

Ron Cohen, Yucca Valley, spoke in favor of supporting Brehm Park.

Richard Harwin, Yucca Valley, expressed concern of spending money.

Jitu Sadiki, Yucca Valley offered positive comments for the amenities of Brehm Park.

Kim Hoover, Yucca Valley Lobos Football, spoke in support of Brehm Park and continuing partnerships with the youth sports organizations

Brandi King, Joshua Tree, explained her involvement with the youth in the organization

and the benefits of Brehm Park.

Margo Sturges, Yucca Valley posed concerns with the presented transition plan.

Fritz Koenig, Yucca Valley spoke regarding the inclusion of everyone at Brehm Park

Frank Luckino, Yucca Valley spoke in favor of supporting Brehm Park

Nico Luckino, Yucca Valley, spoke in favor of supporting Brehm Park and explained the multiple amenities for children to enjoy.

Council Member Rowe thanked those in attendance for coming out and staying late for this item, and explained the benefits recreational facilities bring to the community.

Council Member Huntington commented that the community is very blessed to have a benefactor presenting a park to its residents and spoke in favor of the staff recommendation.

Mayor Pro-tem Lombardo spoke in favor of moving forward with the transition plan and to continue to look for cost effective ways to maintain Town facilities.

Council Member Leone thanked the Brehm family for their generosity.

Mayor Abel agreed that Brehm Park is a wonderful project for the community and thanked the Brehm family and Basin Wide Foundation for their dedication. Mayor Abel asked staff to research the inclusion of a security system at the park to curtail vandalism.

Council Member Rowe moved to receive and provide policy direction on recommended strategies for providing long-term maintenance for current and future park facilities.

Council Member Huntington seconded. Motion carried on a 5-0 roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**14. Partnership Requests Budget Allocation**

Town Manager Nuaimi presented the staff report regarding policy direction on partnership requests.

The Town received requests totaling \$76,000 for partnerships, and agency contracts from the Yucca Valley Chamber of Commerce and DRTA. Nuaimi gave highlights of the requests received and the possibility outside funding for community events. The Boys and Girls Club did not request partnership funding this year, however a facility use agreement,

may be presented for future consideration.

Kari Grimes, Executive Director for the Morongo Basin Senior Support Center, thanked the council for its consideration

Cheryl Nankervis, Yucca Valley Chamber of Commerce introduced the Chamber board members present and explained the agency's mission of supporting the community.

Sam Handley, Executive Director for the Boys and Girls Club of the Hi Desert thanked council for their assistance over the years and explained by using a use agreement instead of a partnership, a savings of 34% is anticipated.

Cindy Melland, Yucca Valley, as a local Rotarian thanked the council and many others who have received support for the fireworks display.

Council Member Leone moved to receive update and provide policy direction on partnership requests. Allocate \$19,500 towards partnership requests and reaffirm prior action to allocate \$25,000 towards the tourism and regional marketing contract requests. Council Member Rowe seconded. Motion carried 5-0 with on roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**15. Appointments to Parks, Recreation and Cultural Commission and Planning Commission**

Town Manager Nuaimi briefly presented the staff report regarding the appointments to the Parks, Recreation and Cultural Commission and the Planning Commission. Two applications were received for the single vacancy on the Parks, Recreation and Cultural Commission and six applications were received for the single vacancy on the Planning Commission.

Council Member Leone nominated Dr. Edith Jones-Poland to the Parks, Recreation and Cultural Commission and Warren Lavender to the Planning Commission.

Charles McHenry, Yucca Valley thanked Council Member Leone for his consideration.

Fritz Koenig, Yucca Valley spoke about community interest in Town commissions.

Council Member Leone moved to appoint Warren Lavender to the Planning Commission. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.



**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

Council Member Leone moved to appoint Edith Jones-Poland to the Parks, Recreation and Cultural Commission. Council Member Huntington seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**PUBLIC COMMENT**

James Walker, Yucca Valley, spoke in regards to the requirements of serving on a Town commission or committee, and presented written comments to the Town Council.

Ron Cohen, Yucca Valley, presented information regarding a proposed recall of Council Member Lombardo

Bob Stadum, Yucca Valley spoke of gratitude, respect, cooperation, purpose and legacy.

Ed Montgomery, Yucca Valley, spoke of serving proposed recall papers to Council Member Huntington earlier in the day.

Lori Herbel, Yucca Valley, presented written comments to the Town Council and spoke of proposed budget items.

Margo Sturges, Yucca Valley spoke regarding the 2012-13 budget transmittal letter, budgetary items and recent Town staffing reductions.

Nicholas Lombardo, Yucca Valley, spoke with concern of the negativity in the room and gave encouragement to the Town Council.

Richard Harwin, Yucca Valley spoke about budget numbers and asked for clarification on the cuts and additions being made in the proposed budget.

Tim Humphreville, Yucca Valley, thanked council for their dedication and all they have done for the community.

Shannon Luckino, Yucca Valley thanked council for their hard work, dedication, and

service to the community.

Sarann Graham, Yucca Valley expressed concern about the intent to recall and the negative destruction it will do to the community.

#### STAFF REPORTS AND COMMENTS

##### 16. **Town Manager Comments**

Town Manager Nuaimi thanked the Town Council and staff for working through the heavy agenda. May 28, 2013 is the target date for 2013-14 proposed budget hearing.

#### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

17. **Council Member Leone** spoke in support of Brehm Park and believes it is quite an asset to the community.
18. **Council Member Rowe** congratulated Alex Qishta as Employee of the Quarter and praised the Youth Commission for their recommendation.
19. **Council Member Huntington** congratulated Alex Qishta as Employee of the Quarter and thanked Sarann Graham for her support.
20. **Mayor pro tem Lombardo** gave congratulations to the newly appointed commissioners and Alex Qishta for his award. Noted that he recently attended the League of California Cities conference and found it beneficial to converse with officials from other cities.
21. **Mayor Abel** thanked San Bernardino County for hosting a recent job fair at Copper Mountain College; the Town and other area employers were present. Congratulated Nick Lombardo on his college acceptance offer.

#### ANNOUNCEMENTS

Next Town Council Meeting, Tuesday, May 14, Yucca Valley Community Center Yucca Room

#### ADJOURNMENT

There being no further business the meeting was adjourned at 10:02 p.m.

Respectfully submitted,

Lesley Copeland, CMC  
Deputy Town Clerk

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Melanie A. Crider, Animal Care & Control Manager  
**Date:** September 25, 2013  
**For Council Meeting:** October 1, 2013

**Subject:** Ordinance No.  
Pit Bull & Pit Bull Type Dogs  
Mandatory Spay and Neuter

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

**Recommendation:** That the Town Council introduces the Ordinance, establishing mandatory spay and neuter regulations for pit bulls and pit bull type dogs.

**Executive Summary:** California State Law (Health and Safety Code Section 122330-122331) prohibits any breed from being deemed potentially dangerous or vicious, while allowing local agencies to enact breed-specific programs for spaying/neutering to control over-population. The objective of the recommended Ordinance is to reduce the number of Pit Bull type dogs running at large in our community; to reduce the number of Pit Bull type dogs brought to the animal shelter; and to reduce the number of impounds of this breed.

**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:** Pit Bulls and Pit Bull type dogs are one of the most common dogs impounded at the Town's animal shelter. Additionally, Pit Bulls are the number one type or breed of dog that is euthanized at the Town's animal shelter and also at the other animals shelters located in San Bernardino County.

During the calendar year 2012, 1,653 dogs were brought to the Yucca Valley animal shelter. Approximately 33.3% of the dogs (551) were pit bulls or pit bull type dogs and puppies.

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

  
Dept Head

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

adopters are reluctant to consider adopting a pit bull for a number of reasons which include: most home owner's insurance companies will not provide coverage if there is a pit bull on the property, pit bulls are banned from some housing areas (i.e.; 29 Palms Base Housing), excessive media attention when a pit bull is involved in an attack and the reputation of the breed being aggressive with other animals.

The proposed Ordinance is consistent with San Bernardino's regulations, which mandates the spaying and neutering of pit bulls and pit bull type dogs, with a few exceptions. The exceptions are:

- Staff did not include the language allowing the breeding of Pit Bulls in Private Kennels (as defined in Title 8, Division 4, Chapter 6 Section 84.0630) unless dogs are defined as registered AKC or UKC Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier.
- Staff added the language defining the "Determination of the breed" and offering an appeal process.
- Staff added language to provide a higher level of detail in the definition of a Pit Bull or Pit Bull type dog.

**Fiscal Impact:** The recommended ordinance does not create any measurable annual cost increases for the Animal Control program. While there will be staff time implemented with the association of this ordinance, there are no new ongoing costs incurred by the Town.

**Alternatives:** Add stricter regulations to include exempting only registered AKC or UKC Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier that are registered show dogs. The owner, guardian or keeper must submit a copy of the organization papers (AKC or UKC) to Animal Care and Control Services demonstrating the pedigree information and proof of that dog being registered and shown within the past three years.

Do not mandate the spaying and neutering of pit bulls and pit bull types of dogs in the Town of Yucca Valley.

**Attachments:** Proposed Ordinance for Mandatory Spay/Neuter of Pit Bulls and Pit Bull Types  
San Bernardino County Ordinance on Mandatory Spay/Neuter of Pit Bulls and Pit Bull Types  
California Health & Safety Code Sections 122330-122331

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, ADDING TO TITLE 10 CHAPTER 10.02 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE RELATING TO ANIMAL CONTROL BY ADDING SECTIONS 10.02.175 AUTHORIZING MANDATORY SPAYING AND NEUTERING OF PIT BULLS

WHEREAS, California Health and Safety Code Section 122330 finds uncontrolled and irresponsible breeding of animals contributes to pet overpopulation, inhumane treatment of animals, mass euthanasia at local shelters and escalating costs for animal care and control. This irresponsible breeding also contributes to the production of defective animals that present a public safety risk; and

WHEREAS, California Health and Safety Code Section 122331 allows Cities and Counties to enact breed specific ordinances pertaining only to mandatory spaying or neutering programs and breeding requirements, providing that no specific dog breed, or mixed dog breed shall be declared potentially dangerous or vicious under those ordinances; and

WHEREAS, Pit bulls and pit bull type dogs are one of the most common dogs impounded at the Yucca Valley Animal Shelter and are the number one type of breed of dog euthanized at animal shelters throughout San Bernardino County. Adoption rates for pit bulls and pit bull type dogs is very low.

WHEREAS, 2012 statistics show in the Town of Yucca Valley, pit bull breeds and mixes make up to 33% of the dogs brought to the Yucca Valley Animal Shelter, 48% of the dog bites, and 74% of the dangerous dog cases.

NOW THEREFORE, the Town Council of the Town of Yucca Valley, California does ordain as follows:

SECTION 1: The following Section 10.02.175 shall be added to Chapter 10.02 of the Yucca Valley Municipal Code to read as follows:

**Section 10.02.175**

**A. Purpose and Intent**

Pit Bull breeds and Pit Bull mixes constitute a majority of unadopted dogs held in animal shelters [in the Town of Yucca Valley?]. It is the purpose and intent of this Code section that no person shall own or keep a Pit Bull (as defined below) over the age of four months which has not been spayed or neutered, except as identified in Subpart E of this Section 10.02.175.

**B. Definitions**

For purposes of this section, “Pit Bull” is defined as any Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains, as an element of its breeding, any of these breeds so as to be identifiable as partially of the breed of Staffordshire Bull Terrier or American Pit Bull Terrier or American Staffordshire Terrier, any dog displaying the physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics that conform to the standards established by the American Kennel Club (“AKC”) or United Kennel Club (“UKC”) for any of the above breeds.

### **C. Determination of the Breed**

1. If an owner, guardian or keeper is unsure as to whether or not his/her unspayed and/or unneutered dog is a pit bull, she/he may make an appointment with their veterinarian to determine as to whether or not the dog is a pit bull, as defined in this chapter. Proof of determined breed(s) shall be provided to Town of Yucca Valley Animal Care and Control Services and will be kept on file with the licensing record.

2. If an owner, guardian or keeper is unsure as to whether or not his/her unspayed and/or unneutered dog is a pit bull and does not wish to use a veterinarian to determine as to whether or not the dog is a pit bull then he/she may make an appointment with Animal Care and Control Services at which a staff member shall make a determination as to whether or not the dog is a pit bull. If the dog owner, guardian or keeper wishes to appeal the determination the dog is a pit bull, within five business days of the staff member’s determination he/she may request a hearing before the Animal Care and Control Manager or his/her designee. The hearing shall be no more than 30 days after the Manager receives the request. The hearing may be informal and the rules of evidence are not strictly observed. The decision of the Manager or his/her designee is final.

### **D. Mandatory Spaying and Neutering of Pit Bulls and Pit Bull Types**

Pursuant to California Health and Safety Code 122331, no person shall own or keep a Pit Bull or Pit Bull type dog, as defined in this Chapter, over the age of four months which has not been spayed or neutered. This spay/neuter requirement does not apply to that class of Pit Bulls identified in Subpart E of this Section 10.02.175.

### **E. Exceptions**

The following Pit Bulls are exempt from the spay/neuter requirement set forth in Subpart D of this Section 10.02.175: (i) a purebred Staffordshire Bull Terrier, purebred American Pit Bull Terrier or purebred American Staffordshire Terrier, recognized by, and registered with, the American Kennel Club (AKC), United Kennel Club (UKC) for which proof of registration shall be provided to Town of Yucca Valley Animal Care and Control Services; (ii) a dog used by a law enforcement agency for law enforcement purposes; (iii) a qualified service or assistance dog as defined in Food and Agriculture Code Section

30850; or (iv) a dog which is unable to be spayed or neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity in which the owner or keeper of such dog provides to the Animal Control Officer written confirmation of the condition from a licensed veterinarian.

#### **F. Enforcement & Penalties**

In accordance with Section 836.5 of the California Penal Code, the civil and criminal provisions of this Section may be enforced by those persons or agencies designated by municipal authority. Violations of this Chapter may also be punishable in accordance with Chapter 1.02, Sections 1.02.010 through 1.01.090 of this Code. It shall be a violation of this Chapter to interfere with the Animal Control Officer in the performance of his/her duties.

#### **G. Reporting Requirements**

As required by California Health & Safety Code Section 122331(b), the Animal Control Officer shall measure the effect of this Section 10.02.175 by compiling statistical information on dog bites. The information shall, at a minimum, identify dog bites by severity, the breed of the dog involved, whether the dog was altered, and whether the breed of dog was subject to the spay/neuter program established hereby. These statistics shall be submitted quarterly to the State Public Health Veterinarian.”

SECTION 2: SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this Ordinance which shall be given effect without the invalid provisions or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

SECTION 4: EFFECTIVE DATE. The Ordinance shall become effective thirty (30) days from and after the date of its adoption

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
TOWN ATTORNEY





1 condition from a licensed veterinarian; a dog used for breeding at a licensed breeding  
2 kennel as defined in Section 32.0301.

3 SECTION 2. Subsection 32.0124(a)(1) of the San Bernardino County Code  
4 is amended, to read:

5 **32.0124 Criminal Actions.**

6 (a) Criminal Penalties for Violations. It is unlawful for any person, firm,  
7 partnership, corporation or other entity (hereafter "person") to violate any provision of this  
8 Division constituting a public offense. Any person violating any such provision, unless as  
9 otherwise specified for certain sections or for sections within a certain chapter of this  
10 Division, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.

11 To any person so convicted, the following shall apply:

12 (1) A first offense shall constitute an infraction offense and be punished by a  
13 base fine not exceeding \$100.00.

14 SECTION 3. Subsection 32.0220(f) of the San Bernardino County Code is  
15 amended, to read:

16 **32.0220 Categories of Dogs Not Requiring License.**

17 (f) Dogs over four months of age which are offered for sale in a duly  
18 licensed pet shop or dog kennel. However, all Pit Bulls (American Pit Bull Terrier, American  
19 Staffordshire Terrier, Staffordshire Bull Terrier, or any mixed breed of a dog which contains,  
20 as an element of its breeding, any of these breeds so as to be identifiable as partially of the  
21 breeds listed herein), used for breeding and housed, harbored, or otherwise kept in a  
22 licensed dog kennel, must be licensed pursuant to Section 32.0209.

23 SECTION 4. This ordinance shall take effect thirty (30) days from the date of  
24 adoption.

25  
26 \_\_\_\_\_  
27 GARY OVITT, Chairman  
28 Board of Supervisors

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

4 LAURA H. WELCH, Clerk of the  
5 Board of Supervisors

6 \_\_\_\_\_

7 STATE OF CALIFORNIA )  
8 ) ss.  
9 COUNTY OF SAN BERNARDINO )

10 I, LAURA H. WELCH, Clerk of the Board of Supervisors of the County of San  
11 Bernardino, State of California, hereby certify that at a regular meeting of the Board of  
12 Supervisors of said County and State, held on the \_\_\_\_ day of \_\_\_\_\_, 2010, at  
13 which meeting were present Supervisors: \_\_\_\_\_

14 and the Clerk, the foregoing ordinance was passed and adopted by the following vote, to  
15 wit:

16 AYES: SUPERVISORS:

17 NOES: SUPERVISORS:

18 ABSENT: SUPERVISORS:

19 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
20 of the Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2010.

21 LAURA H. WELCH, Clerk of the  
22 Board of Supervisors of the  
23 County of San Bernardino,  
24 State of California

25 \_\_\_\_\_  
26 Deputy

27 Approved as to Form:

28 RUTH E. STRINGER, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

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

## CHAPTER 15: CIRCUMSTANCES UNDER WHICH DOGS MUST BE SPAYED OR NEUTERED

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### Section

32.1501 Spaying and Neutering of Pit Bulls.

32.1502 Spaying or Neutering of Unaltered Dogs Other Than Pit Bulls.

32.1503 Captured, Received, Taken Up, or Impounded Unaltered Dogs  
Other Than Pit Bulls.

32.1504 Appeal.

### § 32.1501 Spaying and Neutering of Pit Bulls.

(a) Pursuant to Health and Safety Code § 122331, no person shall own or keep a Pit Bull over the age of four months which has not been spayed or neutered, except as provided in Subdivision (b) below. For purposes of this Section, "Pit Bull" is defined as any Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains, as an element of its breeding, any of these breeds so as to be identifiable as partially of the breed of Staffordshire Bull Terrier or American Pit Bull Terrier or American Staffordshire Terrier.

(b) The following Pit Bulls are exempt from Subdivision (a) above: a purebred Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier, recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), or other national registry; a dog used by a law enforcement agency for law enforcement purposes; a qualified service or assistance dog as defined in Food and Agriculture Code § 30850; a dog which is unable to be spayed or neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity and the owner or keeper of such dog provides to the Health Officer written confirmation of the condition from a licensed veterinarian; a dog used for breeding at a licensed breeding kennel as defined in § 32.0301.

(Ord. 4114, passed - -2010)

## HEALTH AND SAFETY CODE

### SECTION 122330-122331

122330. The Legislature finds and declares all of the following:

(a) Uncontrolled and irresponsible breeding of animals contributes to pet overpopulation, inhumane treatment of animals, mass euthanasia at local shelters, and escalating costs for animal care and control; this irresponsible breeding also contributes to the production of defective animals that present a public safety risk.

(b) Though no specific breed of dog is inherently dangerous or vicious, the growing pet overpopulation and lack of regulation of animal breeding practices necessitates a repeal of the ban on breed-specific solutions and a more immediate alternative to existing laws.

(c) It is therefore the intent of the Legislature in enacting this chapter to permit cities and counties to take appropriate action aimed at eliminating uncontrolled and irresponsible breeding of animals

122331. (a) Cities and counties may enact dog breed-specific ordinances pertaining only to mandatory spay or neuter programs and breeding requirements, provided that no specific dog breed, or mixed dog breed, shall be declared potentially dangerous or vicious under those ordinances.

(b) Jurisdictions that implement programs described in subdivision (a) shall measure the effect of those programs by compiling statistical information on dog bites. The information shall, at a minimum, identify dog bites by severity, the breed of the dog involved, whether the dog was altered, and whether the breed of dog was subject to a program established pursuant to subdivision (a). These statistics shall be submitted quarterly to the State Public Health Veterinarian.

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**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
**Date:** September 25, 2013  
**For Council Meeting:** October 1, 2013

**Subject:** Council Appointment to the San Bernardino County Homeless Partnership and Interagency Council on Homelessness

**Prior Council Review:** Previous Council Appointment in 2010

**Recommendation:** Determine if any Council Members wish to serve on the Interagency Council on Homelessness (ICH) and appoint a representative (and alternate, if desired) as appropriate.

**Summary:** Agencies throughout the County have boards and committees consisting of Council Members from their member agencies.

**Order of Procedure:**

- Department Report**
- Request Staff Report
- Council Questions of Staff
- Request Public Comment
- Council Discussion
- Council Action (Voice Vote)

**Discussion:** Representatives from the San Bernardino County Office of Homeless Services contacted the Town to solicit a representative for Morongo Basin representation on the Interagency Council on Homelessness. The Town last had representation on the Council in 2010. The Purpose and Mission Statement of the ICH is identified as follows:

**Purpose**

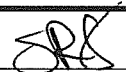
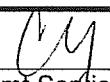
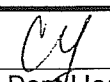
Our purpose is to develop a countywide public and private partnership and to coordinate services and resources to end homelessness in San Bernardino County.

**Mission**

The mission of the San Bernardino County Homeless Partnership is to provide a system of care that is inclusive, well planned, coordinated and evaluated and is accessible to all who are homeless or at-risk of becoming homeless.

The appointment once made is unlimited in term, unless the relationship is terminated at either the request of the serving member, member organization, or ICH.

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Reviewed By:	 Town Manager	_____ Town Attorney	 Mgmt Services	 Dept Head
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<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 checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

**Alternatives:** Appoint as desired; choose to decline participation at this time.

**Fiscal impact:** None

**Attachments:** Information and Bylaws as provided by the County.

County of San Bernardino - Department of Behavioral Health



# San Bernardino County Homeless Partners

"Focusing on a sustainable system of housing and homeless prevention"

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[SBCHP](#) ▾  
 [Homeless Resources](#)  
 [10 Year Strategy](#)  
 [HMIS](#)  
 [Projects](#)  
 [Calendar](#)  
 [Behavioral Health](#)  
 [FAQ's](#)

### Interagency Council on Homelessness

One of the 25 recommendations of the County of San Bernardino 10-Year Strategy to End Homelessness is the establishment of the Interagency Council on Homelessness (ICH). This recommendation was implemented and the members of the newly formed ICH held their first meeting in August 2009. The ICH is the policy making body for the Homeless Provider Network (HPN). ICH, HPN and the Office of Homeless Services work together to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. The ICH meets bi-monthly and includes elected and County officials and representatives from the HPN.

**ICH Announcements**

- [ICH Members](#)
- [ICH 2013 Meeting Schedule](#)
- [Current ICH Agenda](#)
- [ICH Agenda and Minutes Archive](#)
- [ICH Amended By-Laws](#)
- [ICH Bylaws and Membership Subcommittee Meeting](#)



**United States  
Interagency Council on  
Homelessness**  
*Preventing and Ending Homelessness in the United States*



## Interagency Council on Homelessness Members

Updated February 7, 2013

Member Representation	Member Name	Alternate
Member of the Board of Supervisors (2)	Josie Gonzales	
	James Ramos	Molly Wiltshire
City Elected Official or designee (7)	VACANT, Barstow	
	Chris Rymer, Colton	
	Brent Schultz, Ontario	Julie Bjork
	Thomas Grahn, Rancho Cucamonga	
	Jan Hudson, Redlands	
	Patrick J. Morris, San Bernardino	Kent Paxton
	VACANT, Yucca Valley	
Director or designee of Human Services	Linda Haugan	
Director or designee of the Department of Behavioral Health	CaSonya Thomas	
Director or designee of the Community Action Partnership of San Bernardino County	Patricia Nickols	
Director or designee of the San Bernardino County Public Housing Authority	Dan Nackerman	
Director or designee of the Department of	Renee Ford	

## Interagency Council on Homelessness Members

Updated February 7, 2013

Probation		
Director or designee of Redevelopment and Housing for San Bernardino County	Dena Fuentes	
Veterans Administration Health Care System Representative	Josephine Escalante	Melissa Conrad
San Bernardino County Specialty Courts System Representative	VACANT	
Administrator or designee of the State Department of Rehabilitation	Susan Senior	Connie Boring
Superintendent of San Bernardino County Schools or designee	Brenda Dowdy	
Director or designee of 2-1-1 San Bernardino	Gary Madden	
Director or designee of the Workforce Development Department	Sandy Harmsen	Miguel McQueen
San Bernardino County Sheriff's Department Representative	Chris Izzy	
Homeless Management Information System Lead Agency	Patricia Nickols	Rowena Concepcion

## Interagency Council on Homelessness Members

Updated February 7, 2013

Representative		
Elected Homeless Provider Network Representative (5)	Anthony Brazier  Cheryl Heesen  Angela Myles  Angela Pasco  Sharon Green, Chair	
General Member At-Large (3)	Charlie Mello  Darryl Evey  VACANT	



## Interagency Council on Homelessness

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### 2013 Meeting Dates and Location

**Times:** 9:00 am – 11:00 am

**Dates:**

Wednesday, January 23, 2013  
Wednesday, February 27, 2013  
Wednesday, March 27, 2013  
Wednesday, April 24, 2013  
Wednesday, May 22, 2013  
Wednesday, June 26, 2013  
Wednesday, July 24, 2013  
Wednesday, August 28, 2013  
Wednesday, September 25, 2013  
Wednesday, October 23, 2013

\*Special sessions may be added as needed to discuss the annual HUD Continuum of Care grant submission and/or other critical matters as determined by the ICH Chair.

**Location:** Department of Behavioral Health, Training Institute  
1950 South Sunwest Lane, Suite 200, 2<sup>nd</sup> Floor  
San Bernardino, CA 92408

Please note, if the parking lot is crowded, you may use the spaces marked "Reserved".

For more information please contact:  
**Office of Homeless Services**  
1950 S. Sunwest Lane, Suite 200  
San Bernardino, CA 92408  
Phone: (909) 252-4001  
Fax: (909) 252-4088  
Email: [homelessrfp@hss.sbcounty.gov](mailto:homelessrfp@hss.sbcounty.gov)  
Website: <http://www.sbcounty.gov/SBCHP/>

**San Bernardino County Homeless Partnership  
Interagency Council on Homelessness**

**BY-LAWS**

**Adopted March 22, 2010**

**Amended November 15, 2012**

*A Continuum of Care is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. The mission of the San Bernardino County Homeless Partnership is to provide a system of care network that is inclusive, well planned, coordinated, evaluated and accessible to all who are homeless or at-risk of being homeless.*

**Article I  
Purpose**

The Interagency Council on Homelessness (“ICH”) is a vital component of the San Bernardino County Homeless Partnership (“Partnership”). The ICH serves as the policy making body of the Partnership and oversees the implementation of the 10-Year Strategy to End Homelessness in San Bernardino County (“10-Year Strategic Plan”). The ICH will focus on resource development to insure the funding of homeless projects and 10-Year Strategic Plan recommendations.

**Article II  
Vision**

Provide leadership in creating a “comprehensive countywide network” of service delivery for the homeless population. Identify families and individuals at-risk of homelessness and circumstances leading to homelessness through facilitation of better communication, planning, coordination, and cooperation among all entities that provide services and/or resources for the relief of homelessness in the County of San Bernardino in a united effort to eliminate homelessness county-wide.

**Article III  
Duties**

The ICH is charged with directing, coordinating and evaluating all of the activities related to implementation of the 10-Year Strategic Plan to End Homelessness. The ICH members are directed to report progress on the implementation of the 10-Year Strategic Plan to their colleagues and constituents following each meeting of the ICH. The ICH will promote collaborative partnerships among homeless providers and stakeholders throughout San Bernardino County in order to carry out implementation activities and will develop resources to insure the funding of homeless projects and 10-Year Strategic Plan recommendations.

**Article IV**  
**Membership**

**A. ICH Membership Composition**

The membership of the ICH shall be broadly based with representation from all sectors of the community, including but not limited to: homeless service providers, representatives of federal, state and local government, corporations, and concerned individuals.

The ICH membership shall be composed of no more than 30 members.

1. Two (2) members from the San Bernardino County Board of Supervisors or designee;
2. Seven (7) elected officials or designee (i.e., city manager, economic development or city director) representing cities within San Bernardino County:
  - a. Three (3) from cities with populations greater than 100,000 residents,
  - b. Two (2) from cities with populations between 50,000 to 99,999 residents,
  - c. Two (2) from cities with populations less than 50,000 residents;
3. Director or designee of the Department of Behavioral Health;
4. Director or designee of the Community Action Partnership of San Bernardino County;
5. Director or designee of Human Services<sup>1</sup>;
6. Director or designee from the San Bernardino County Public Housing Authority;
7. Director or designee of the Department of Probation;
8. Director or designee of Community Development and Housing for San Bernardino County;
9. One (1) representative from the Veterans Administration Health Care System;
10. Director or designee of the Workforce Development Department;

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<sup>1</sup> This member shall represent all agencies in the San Bernardino County Human Services Group: Aging and Adult Services, Child Support Services, Children and Family Services, Children's Network, Preschool Services, Public Health, Transitional Assistance, and Veterans Affairs. With the exception that Behavioral Health shall hold a separate seat on the ICH.

11. Administrator or designee of the State Department of Rehabilitation;
12. Superintendent of San Bernardino County Schools or designee;
13. Director of 2-1-1 San Bernardino or designee;
14. One (1) representative from the San Bernardino County Sheriff's Department;
15. One (1) representative from the Homeless Management Information System (HMIS) Lead Agency;
16. Chair of the Homeless Provider Network or designee;
17. Four (4) members at-large from organizations and agencies selected to serve as representatives of the Homeless Provider Network; and
18. Up to three (3) general at-large members.

**B. Membership Application and Approval Process**

Solicitation for ICH membership applications shall begin no less than eight weeks after the vacancy of an individual ICH member. The Office of Homeless Services (OHS) on behalf of the ICH shall circulate a "Call for Applications" to the appropriate organization or parties. The "Call for Applications" will set forth the criteria for appointment to the ICH, and will set the deadline for the receipt of said applications. Applications must be accompanied by a Letter of Recommendation from the sponsoring ICH Member agency or organization or an individual Member of the ICH.

Directors listed in Article IV, section A, and elected officials, which have been designated to sit on the ICH by a local government agency listed in Article IV, section A, shall become a member of the ICH by reason of their position without application. Designees, recommended in lieu of the above listed individuals, must comply with the application process.

The ICH will establish an ad-hoc Application Review Committee as needed to review applications and develop a screening process. The Application Review Committee will recommend candidates for appointment to the ICH after reviewing the applications. The OHS shall prepare a synopsis of the recommended applicant's qualifications for the ICH. OHS shall forward the recommendations and synopses to the ICH no later than two (2) weeks prior to the next regularly scheduled meeting at which the approval of new members will occur.

**C. Membership Terms of Service**

Once appointed to the ICH, Members shall serve an unlimited term unless the relationship is terminated at either the request of the serving member, member

organization or ICH.<sup>2</sup> With the exception that general at-large members shall serve a two year term, which may be renewed at the discretion of the ICH.

#### **D. Membership Responsibilities**

All Members are expected to attend meetings. Member absences will be noted in the minutes. Other responsibilities may include:

1. Providing oral and/or written comment on issues being discussed by the ICH;
2. Assisting in the development and implementation of task forces, subcommittees and/or committees necessary to conduct the business of the ICH;
3. Supporting and participating in training, summits, and activities sponsored by the ICH;
4. Active participation in the biennial Point-in-Time Count;
5. Reviewing and commenting on documents, such as those concerning the Continuum of Care Homeless Assistance Grant funding; and
6. Providing regular reports and updates regarding ICH activities and progress back to member agencies (i.e., inclusion of ICH agenda and minutes in the agency's official public records).

#### **E. Membership Voting**

1. A Member representing more than one Agency or Office shall receive only one vote.
2. A Member shall designate one representative to vote on behalf of the Member and may establish one alternate to vote in the absence of the designated representative.

#### **F. Membership Vacancies**

1. ICH membership ends when:
  - a. A Member resigns or is unable to serve for justified reasons; or
  - b. A Member is deemed inactive by the ICH upon the relevant facts that have been presented; or
  - c. A Member is replaced by the sponsoring agency or organization; or

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<sup>2</sup> At least ninety (90) days notice shall be given unless otherwise mutually agreed.



- d. A Member is terminated by a majority of the ICH for just cause:
  - i. Charged with a crime that would subject the Member to debarment, suspension, disqualification or other exclusion from participating in a federally funded transaction pursuant to federal law.
  - ii. Unprofessional behavior.
  - iii. Violation of these bylaws.
  - iv. Conduct prejudicial to the best interests of the ICH;
  - v. Lack of participation in three (3) consecutive ICH meetings without prior ICH approval.
  - vi. Just cause as defined by the majority of the ICH.
- 2. Termination of an individual's membership does not terminate the sponsoring agency or organization's representation of the ICH.
- 3. If a Member representative who has been duly notified of ICH meetings misses three meetings within a one-year period, the Chair shall formally and in writing contact the Member requesting a written response of the ability of the Member's representative to continue participation in the ICH. If a written response acceptable to the Chair is not received within 30 calendar days, then the Chair may ask that a new representative be designated.

**Article V**  
**Officers**

The ICH shall elect from among its Members a Chair and Vice Chair. Each officer shall serve for a term of two (2) years commencing October 1 and ending September 30 of the second year.

**A. Selection of Officers**

Officers shall be nominated by the membership and elected to office by a majority vote of the Members present at a meeting in which a quorum has been established.

**B. Duties of Officers**

- 1. The duties of the Chair shall include:
  - a. Provide oversight, direction and leadership to the ICH.
  - b. Conduct and facilitate ICH Meetings.

- c. Coordinate agenda setting with the Office of Homeless Services (OHS).
  - d. Appoint Committee Chairs.
2. The duties of the Vice Chair shall include:
- a. Perform all of the Chair's duties in the absence of the Chair, unless the Bylaws of the ICH provide otherwise.
  - b. Perform other duties as requested.

Note: In the absence of the Chair and the Vice-Chair the Homeless Services Coordinator shall chair the meeting(s).

### **Article VI** **Vacancies of Officers**

Should the office of Chair become vacant prior to the end of the present term, the Vice-Chair shall complete the term of office. The position of the Vice-Chair shall be filled by a special vote at the next regular ICH meeting.

### **Article VII** **Meetings**

#### **A. Regular Meetings**

Regular meetings of the ICH shall be held at least bi-monthly at a time and date determined by the Members, or as modified by a majority vote of the Members at any regular meeting where a quorum has been established.

#### **B. Special Meetings**

A special meeting may be called at any time by the Chair, or at the request of the majority of the Members, by delivering personally or by mail or electronically written notice of the date and purpose of the meeting to each Member 48 hours before the time specified in the notice.

#### **C. Governing Rules**

Meetings shall be conducted in accordance with the provisions of the Brown Act (Government Code, section 54950, et seq.) and under Robert's Rules of Order. Each member will be provided with a copy of Roberts Rules of Order at installation.

**Article VIII**  
**Quorum**

One half of the Members in good standing, plus one, shall constitute a quorum for the transaction of business. The affirmative votes of at least a majority of the Members constituting a quorum at a duly scheduled meeting shall be required to take any action.

A member in good standing is a Member of the ICH who has met membership and attendance requirements.

**Article IX**  
**Agenda**

The agenda for the regular meetings shall be prepared in consultation with the ICH Chair and distributed by OHS to each Member at least seven (7) calendar days prior to the meeting. The agenda should be accompanied by agenda support materials and shall be posted per the Brown Act requirements.

**Article X**  
**Agenda Deadline**

All matters to be considered for the agenda must be submitted to the OHS at least fourteen (14) calendar days prior to the meeting.

**Article XI**  
**Minutes**

Minutes shall be taken and distributed by the Homeless Services Coordinator, or designee. The Chair, and/or the Homeless Services Coordinator shall review and preliminarily approve the minutes prior to distribution. Minutes shall normally go out with the agenda for approval at the next meeting.

**Article XII**  
**Amendments**

These bylaws may be amended by a two-thirds vote of the Members present at a meeting in which a quorum has been established in compliance with Robert's Rules of Order.

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**CERTIFICATE OF OHS**

I certify that the above bylaws, consisting of seven (7) pages, including this page, are the bylaws of this body as amended by the Members.

Date: 11/15/12

By: Tom Hernandez  
Tom Hernandez - Office of Homeless Services