

**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, APRIL 1, 2014
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

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

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY APRIL 1, 2014
6:00 P.M.**

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

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

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL: Council Members Abel, Huntington, Leone, Rowe, and Mayor Lombardo

PLEDGE OF ALLEGIANCE

INVOCATION Led by Pastor Bill Wilcox, Evangelical Free Church

AGENCY REPORT

1. Desert Regional Tourism Agency

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____.

CONSENT AGENDA

2. 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.

- 1-25 3. Town Council Meeting Minutes

Recommendation: Approve the Town Council meeting minutes of the Joint Special Meeting with the Planning Commission of February 4, 2014, the Regular Meeting of February 4, 2014, the Regular Meeting of February 18, 2014, and the Regular Meeting of March 4, 2014 as presented

- 26-94 4. Community Development Block Grant (CDBG) Cooperation Agreement and Delegate Agency Agreement

Recommendation: Approve the Community Development Block Grant Cooperation Agreement and the City-County Delegate Agency Agreement with San Bernardino County for fiscal years 2015-16, 2016-17 and subsequently automatically renew unless terminated, and authorize the mayor to execute the agreement

- 95-100 5. Resolution No. 14- Updating the Assessment Engineer's Reports; Previously Formed Street and Draining, and Landscape and Lighting Maintenance Districts

Recommendation: Approve the Resolution directing the preparation of an assessment engineer's report describing any new improvements or any substantial changes in the existing improvements in the existing assessment districts.

- 101-107 6. Warrant Register

Recommendation: Ratify the Payroll Register total of \$126,315.94 dated March 14, 2014. Ratify Warrant Register total of \$336,373.69 for checks dated March 6, 2014.

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

Recommendation: Adopt Consent Agenda (items 2-6)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

- 108-127 7. Town-Wide Slurry Seal Project- Town Project No. 8340; Approval of Plans and Specifications; Authorization to Advertise for Construction

Recommendation: Adopt the Resolution, approve the plans and specifications for Project No. 8340, and authorize the Town Clerk to advertise and receive bids .

Action: Move _____ 2nd _____ Vote _____

- 128-178 8. Council Manual of Procedural Guidelines

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AMENDING SECTIONS OF CHAPTER 2.05 AND TITLE 4 REFERRING TO THE PROCEDURES FOR TOWN COUNCIL AND COMMITTEE MEETINGS AND COMMISSION APPOINTMENTS AND REPEALING CHAPTER 4.02 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE RELATING TO BOARD AND COMMISSION MEMBERS

Recommendation:

- Receive and review the Draft Manual of Procedural Guidelines including amendments requested by the Town Council at the February 18, 2014 meeting.
- Adopt Resolution No. 14- adopting the Manual of Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings and repealing prior resolutions to the extent such resolutions conflict with the Manual.
- Introduce Ordinance No. 14- removing Town Code provisions in conflict with the Manual of Procedural Guidelines and accurately referencing provisions between Town Code and the Manual of Procedural Guidelines.

Action: Move _____ 2nd _____ Vote _____

- 179-185 9. FY 2014-16 Baseline Budget Revenue Review

Recommendation: Receive the initial base budget revenue forecast for the 2014-16 fiscal years budget, and provide comments, input and direction as appropriate.

Action: Move _____ 2nd _____ Vote _____

FUTURE AGENDA ITEMS

PUBLIC COMMENTS

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

STAFF REPORTS AND COMMENTS

Capital Projects / Private Land Development Update

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

10. Council Member Abel
11. Council Member Leone
12. Council Member Rowe
13. Mayor Pro Tem Huntington
14. Mayor Lombardo

ANNOUNCEMENTS

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

6:00 p.m., Tuesday, April 15, 2014, 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
DOJ	Department of Justice
DOT	Department of Transportation
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
HUD	US Department of Housing and Urban Development
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 st Century
TOT	Transient Occupancy Tax

COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	10:30 am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:30 am 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	3 rd Wed. April & October	Highland
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00 am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL LEONE ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	LEONE ROWE (ALT)	10:00 am 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.	
CITY/COUNTY ANIMAL SERVICES JPA	HUNTINGTON LOMBARDO	12:00 p.m. last Thurs.	Yucca Valley
SPORTS COUNCIL	HUNTINGTON	March, June, Sept., Oct.	Yucca Valley
SBCO HOMELESS PARTNERSHIP AND INTERAGENCY COUNCIL ON HOMELESSNESS	LEONE LOMBARDO (ALT)	9:00 a.m. 4 th Wed	San Bernardino

AD HOC COMMITTEES

SENIOR HOUSING

HUNTINGTON
ROWE

SEWER FINANCING

ROWE
LEONE

COUNCIL RULES & PROCEDURES

HUNTINGTON
LOMBARDO

MORONGO UNIFIED SCHOOL DISTRICT

ROWE

AUDIT

BREHM PARK

ABEL
LOMBARDO

COUNTY BUDGET COMMITTEE

ROWE
HUNTINGTON

SUBDIVISION COMMITTEE

HUNTINGTON
LEONE

RDA BOND COMMITTEE

ROWE
LEONE

**TOWN OF YUCCA VALLEY
SPECIAL JOINT MEETING OF THE
TOWN COUNCIL AND PLANNING COMMISSION MINUTES
FEBRUARY 4, 2014**

OPENING CEREMONIES

Mayor Lombardo called the Special Joint Meeting of the Town Council and Planning Commission to order at 6:00 p.m.

Council Members Present: Abel, Huntington, Leone, Rowe and Mayor Lombardo
Planning Commissioners Present: Bridenstine, Drozd, Lavender, Whitten and Chair Humphreville.

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Lieutenant Wilke, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by Mayor Lombardo.

APPROVAL OF AGENDA

Council Member Leone moved to approve the agenda for the Special Joint Meeting of the Town Council and Planning Commission of February 4, 2014. Council Member Rowe seconded. Motion carried 5-0 on a voice vote from Town Council, and a 5-0 voice vote from the Planning Commissioners.

PUBLIC COMMENT

Mayor Lombardo opened public comment for items not on the agenda. With no members of the public wishing to speak, public comments were closed.

APPROVAL OF MINUTES

1. Council Member Rowe moved to approve the minutes of the Town Council and Planning Commission Joint Special Meetings of November 19, 2013 and December 17, 2013 as presented. Mayor Pro Tem Huntington seconded. Motion carried 5-0 on a voice vote from Town Council, and a 5-0 voice vote from the Planning Commissioners.

PUBLIC HEARING

2. Planning Commission Resolution No. PC-14-
Town Council Resolution No, 14-, Yucca Valley General Plan
Yucca Valley General Plan Update Project
Yucca Valley General Plan Environmental Impact Report
State Clearing House No. 20122111021

Mayor Lombardo reconvened the public hearing from January 7, 2014 and inquired if any written communication has been received on the item. Town Clerk Copeland reported that written communication was received from Mr. Leonard Malin of Yucca Valley.

Deputy Town Manager Stueckle introduced the staff report, giving a brief overview of the General Plan update review process and outstanding items from previous meetings.

Wendy Grant from the Planning Center presented alternative language and overlay areas regarding the open space resource areas and wildlife corridors.

Mayor Lombardo opened public comments on the item.

Margo Sturges, Yucca Valley commented in opposition of including the wildlife corridors into the General Plan.

Art Miller, Yucca Valley commented that the new language is an improvement and suggested the Town take the lead on a habitat conservation plan to address local concerns.

Charles McHenry, Yucca Valley commented that as a General Plan Advisory Committee member, the wildlife corridor topic was difficult to get through during the document development stage. McHenry spoke in favor of including the overlay maps into the General Plan since the wildlife areas exist.

Fritz Koenig, Yucca Valley commented favorably of including the wildlife corridor areas into the General Plan.

With no other members of the public wishing to speak, Mayor Lombardo closed the public hearing.

Commissioner Bridenstine spoke of concern about the property owners who currently have property in the designated wildlife corridors.

Commissioner Drozd questioned the accuracy of the map, but is in favor including into the General Plan for the sake of transparency.

Commissioner Whitten offered the explanation that the maps should be included at the best interest of the public and supports the professional expertise of the Planning Center staff.

Chair Humphreville questioned the validity of the environmental studies.

Council Member Abel inquired on the General Plan update process, if future changes are needed.

Council Member Leone spoke of migration patterns of local species and stated these patterns will continue regardless of what is shown on a map.

Council Member Rowe stated concern about the shelf life of the required studies.

Mayor Lombardo commented favorably on the revised language presented by Grant and would like to see the maps included in the document.

Commissioner Whitten moved to adopt Resolution No. PC 14-01, recommending amending the General Plan and adopt the Yucca Valley General Plan Hearing Draft dated August 2013, with recommended amendments as attached to this staff report. Commissioner Drozd seconded. Motion carried 4-1 on a roll call vote, with Chair Humphreville voting no.

AYES: Planning Commissioners Bridenstine, Drozd, Lavender, and Whitten

NOES: Planning Chairman Humphreville

ABSTAIN: None

ABSENT: None

Mayor Pro Tem Huntington moved to adopt Resolution No. 14-03, amending the General Plan and adopting the Yucca Valley General Plan Update Project, General Plan Hearing Draft dated August 2013, with the recommended amendments as attached to this staff report. Council Member Abel seconded. Motion carried 4-1 on a roll call vote with Council Member Leone voting no.

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

NOES: Council Member Leone

ABSTAIN: None

ABSENT: None

COUNCIL AND COMMISSIONER REPORTS AND REQUESTS

Mayor Pro Tem Huntington thanked the Planning Center.

Mayor Lombardo thanked the Planning Center and staff for this major accomplishment.

Commissioner Drozd thanked the Planning Center staff for their services.

Commissioner Lavender commented on the circulation plan from 1995.

Commissioner Whitten thanked the GPAC members for their assistance in this project and thanked the Planning Center for their guidance.

Vice Chair Bridenstine stated concern for including the wildlife corridor maps in the General Plan, but believes we have comprehensive document.

Chair Humphreville thanked staff and the Planning Center staff.

ADJOURNMENT

Mayor Lombardo adjourned the Joint Special Meeting of the Yucca Valley Town Council and the Planning Commission at 7:00 p.m.

Respectfully submitted,

Lesley Copeland, CMC
Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
FEBRUARY 4, 2014**

OPENING CEREMONIES

Mayor Lombardo called the meeting to order at 7:10 p.m.

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Lieutenant Wilke, Town Attorney Laymon, and Town Clerk Copeland

APPROVAL OF AGENDA

Mayor Pro Tem Huntington moved to approve the agenda for the Regular Town Council Meeting of February 4, 2014. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

CONSENT AGENDA

1. **Waive** further reading of all ordinances and read by title only.
2. **Adopt** Ordinance No. 245- Renewable Energy Generation Facilities

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, ARTICLE 3 OF THE YUCCA VALLEY DEVELOPMENT CODE, BY ADDING CHAPTER 9.46 RENEWABLE ENERGY GENERATION FACILITIES.

3. **Review and approve** the draft spring 2014 programs and events to be organized and conducted by the Community Services Department
4. **Receive and file** the FY 2012-13 Single Audit Report on Federal Awards
5. **Receive and file** the Treasurer's Report for the second quarter of FY 2013-14

Mayor Lombardo opened public comment for items on the Consent Agenda. With no members of the public wishing to speak, public comments were closed.

Council Member Rowe moved to approve consent agenda items 1-5. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

PUBLIC HEARINGS

6. 2013 Building Code Adoption

Mayor Lombardo opened the public hearing for the 2013 Building Code Adoption.

Deputy Town Manager Stueckle read the title of the ordinance and introduced Patrick Carroll of Charles Abbot and Associates, the Town's contractor for building a safety services.

Carroll gave a brief overview, explaining the purpose for adopting the 2013 building codes and examples of the types of changes included in the newer building codes. Appendix J was specifically explained in regards to grading.

Mayor Lombardo inquired if any written communication was received on this item. Town Clerk Copeland reported that written communication had been received by Fritz Koenig of Yucca Valley.

Mayor Lombardo opened public comment.

Fritz Koenig, Yucca Valley commented on Appendix J, regarding parcel grading and the lack of an established appeal process.

With no other members of the public wishing to speak, Mayor Lombardo closed the public hearing.

Carroll explained the standard appeal process which is in place.

Deputy Town Manager Stueckle explained the history of Appendix J.

Mayor Pro Tem Huntington inquired on building code exemptions at a local level.

Council Member Leone inquired about the soil removal for installing a cistern.

Council Member Rowe stated that the appeal process requires a fee which may deter the process.

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY CALIFORNIA, AMENDING TITLE 8, CHAPTER 8.02, OF THE TOWNS MUNICIPLE CODE, WHICH ADOPTS AS MODIFIED THE 2013 EDITION OF THE CALIFORNIA BUILDING CODE VOLUMES 1, 2 INCLUDING THE APPENDIX AND STANDARDS, THE 2013 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 20103 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2013

EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2013 EDITION OF THE CALIFORNIA GREEN BUILDING CODE, THE 2013 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2012 EDITION SOLAR ENERGY CODE AND OTHER REGULATIONS RELATING TO BUILDING REQUIREMENTS.

Mayor Pro Tem Huntington Moved to adopt Ordinance 246 adopting the 2013 Building Codes. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

**7. Public Facilities Development Impact Fees
Annual Report & Public Hearing**

Mayor Lombardo opened the public hearing for the Public Facilities Development Impact Fee Annual Report.

At Mayor Lombardo’s inquiry, Town Clerk Copeland reported that no written communication has been received on the item.

Deputy Town Manager Stueckle presented the staff report, providing an overview of the current Public Facility Development Impact Fee Schedule and reported that no adjustments are being proposed at this time.

Mayor Lombardo opened public comments.

Fritz Koenig, Yucca Valley commented on the imposed fees and would like to see higher fees in accordance to the Muni Financial Study.

Margo Sturges, Yucca Valley commented on the collected fees reported on the schedule and voiced objection to the format in which the fee balance is reported.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Deputy Town Manager Stueckle provided explanation on the maximum legally defensible fees.

Administrative Services Director Yakimow provided explanation on the Development Impact Fee Fund Annual Report as of June 30, 2013. An Update on the Essig Park financing will be presented at a future Town Council meeting.

Council Member Abel commented favorably on past Council actions providing the collected fees the Town currently has to work with.

Council Member Rowe explained that she was on the Council for the original vote to impose the Development Impact Fee Schedule. Though she voted no at that time, her choice was due to the low threshold on the tiered approach, not an objection to the idea of Development Impact Fees in general.

Mayor Pro Tem Huntington commented favorably on the current fee structure.

Council Member Leone expressed the importance of impact fees and the structure is appropriate.

Council Member Abel moved to retain the current Public Facility Development Impact Fee structure. Huntington seconded. Motion carried 4-1 on a roll call vote, with Council Member Rowe voting no.

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

FUTURE AGENDA ITEMS

Council Member Rowe requested to bring a code appeal in front of the Town Council for code 2.08.09.

Deputy Town Manager Stueckle provided a list of items scheduled for the upcoming February 18, 2014 Town Council meeting.

PUBLIC COMMENTS

Mayor Lombardo opened public comments.

Fritz Koenig, Yucca Valley commented on a past public safety incident.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

STAFF REPORTS AND COMMENTS

Deputy Town Manager Stueckle provided a brief update on the senior housing project construction, the TCRP highway project, the Paradise Park playground improvement project and

the re-striping of the intersection of Palomar and Yucca Trail.

ANNOUNCEMENTS

The next meeting of the Yucca Valley Town Council will be held on Tuesday, February 18, 2014 at 6:00 p.m., in the Yucca Room of the Yucca Valley Community Center.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

None Stated

CLOSED SESSION

Mayor Lombardo adjourned to Closed Session at 8:20 p.m.

13. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Subsection (d)(1) of Section 54956.9, Mirage Front Properties, LLC. vs. Town
of Yucca Valley CIVDS1400401

ADJOURNMENT

Town Attorney Laymon reported that the Closed Session was adjourned at 8:50 p.m. with no reportable action taken by the Town Council.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
FEBRUARY 18, 2014**

OPENING CEREMONIES

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Lieutenant Wilke, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by SCE Public Affairs Regional Manager Jennifer Cusack.

The Invocation was led by Pastor Bob Wagner of Joshua Springs Community Chapel

PRESENTATIONS

1. Introduction of Miss Yucca Valley and Court

The 47th Miss Yucca Valley Mariah Muchtar introduced herself and her court to the Town Council; 1st Princess Maddy Nimo, 2nd Princess Hailey Lasiter, and 3rd Princess Aimee Frank.

2. Southern California Edison Update

Jennifer Cusack, Public Affairs Regional Manager for SCE presented an update to the Town Council regarding planned outages, an emergency response plan, demand response, infrastructure investments, regulation mandates for grid improvements, and customer outreach.

Council Member Abel inquired on the amount of energy purchased from out of state and also questioned the amount of power generated by local wind farms and solar fields.

Mayor Pro Tem Huntington inquired on the costs of the various types of electrical sources.

Council Member Leone inquired if there were any plans for capturing energy from the ocean tidal movement.

Mayor Lombardo inquired about the future of nuclear energy sources in California.

Mayor Lombardo opened public comment.

Tom Fauls, Yucca Valley inquired about future energy production from local solar fields and if these sources benefit local residents.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

3. **Employee of the 4th Quarter 2013**
Shane Stueckle introduced Diane Olsen, Planning Technician as the recipient for the Employee of the 4th Quarter of 2013. Mayor Lombardo presented the award to Olsen
4. **San Bernardino County Sheriff's Report-** none given
5. **Morongo Basin Emergency Management Council (MBEMC) Meeting Report**
Administrative Assistant Jessica Rice presented an update on the recent activity of the MBEMC, a group of local agencies collaborating together on the preparation of local disaster response.

Council Member Abel inquired if the United Way 211 reference cards were available at Town offices.

6. **Recognition of Captain Rich Boswell**
Mayor Lombardo congratulated Captain Rich Boswell for his service to the community and the best of luck on his retirement. Boswell thanked the Town Council for making public safety a priority.

APPROVAL OF AGENDA

Mayor Pro Tem Huntington moved to approve the agenda for the Regular Town Council Meeting of February 18, 2014. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

CONSENT AGENDA

7. **Waive** further reading of all ordinances and read by title only
8. **Approve** the Town Council meeting minutes of December 10, 2013 as presented
9. **Extend** the Town of Yucca Valley contract with Rogers, Anderson, Malody and Scott, LLP for audit services by one year to include fiscal year ending June 30, 2014 for a not to exceed cost of \$46,160 and direct the Town's Administrative Services Director to execute the annual engagement letter as required.

Direct staff to prepare a Request for Proposal for the three year period ending June 30, 2017, and return to Council for consideration

10. **Receive and file** the AB1234 Reporting Requirement Schedule for the month of January 2014
11. **Ratify** the Payroll Registers total of \$135,644.95 dated January 17, 2014.
Ratify Warrant Registers total of \$882,029.78 for checks dated January 30, 2014 thru February 6, 2014.

Mayor Lombardo opened public comment for items on the Consent Agenda. With no members of the public wishing to speak, public comments were closed.

Mayor Pro Tem Huntington moved to approve consent agenda items 7-11. Council Member Abel seconded. Motion carried 5-0 on a roll call vote

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

PUBLIC HEARINGS

12. **Community Development Block Grant (CDBG) Prioritization Hearing**

Mayor Lombardo opened the public hearing for Community Development Block Grant (CDBG) prioritization

Administrative Services Director presented the staff report, explaining the CDBG program and allocation options. Eight applications vying for portions of available local funding, including the Town of Yucca Valley, Morongo Basin Unity Home, Reach Out Morongo Basin, Family Services Association, Morongo Basin Senior Support Center, Yucca Valley Branch Library and Soldiers Organized Service have been received. The Town's FY 2014-15 CDBG allocation is \$119,995. The Town Council's funding recommendation will be forwarded to the San Bernardino County Board of Supervisors.

Mayor Lombardo opened public comments.

Mary Jo Thornton spoke on behalf of Unity Home explaining the services the organization provides to the community.

Robin Schlosser, Executive Director for Reach Out Morongo Basin spoke in favor of funding for the services the organization provides to the community.

Tom Donahue, Program Administrator for Family Services Association explained the services provided to the local senior nutrition site.

Margo Sturges, Yucca Valley spoke in favor of providing funding for Unity Home and Reach Out Morongo Basin.

Ramon Mendoza, Morongo Valley suggested that the Town Council use the CDBG funding for community outreach on septic tank education.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Council Member Abel inquired about the CDBG program's funding limits. Abel also spoke of safety concerns at Jacob's Park.

Council Member Rowe thanked the agencies that were represented this evening and what they do for the community.

Mayor Lombardo reopened public comment.

Robin Schlosser, Executive Director for Reach Out Morongo Basin requested that if there would be an opportunity for local partnership funding, that the local agencies be made aware.

Mayor Lombardo closed public comment.

Council Member Leone commented on the possibility of revisiting the long-term lease for Jacobs Park with Morongo Unified School District.

Mayor Pro Tem Huntington also thanked the organizations represented and expressed his frustration that the funding is very limited and difficult to spread around with the program's required funding limits in place.

Council Member Rowe moved to:

1. Allocate the Town's FY 2014-15 CDBG allocation of \$119,995 to the following approved Town Projects;

Jacob's Park Playground Equipment Replacement	\$50,000
Commercial Corridor/Paradise Valley Code Program	\$69,995

2. Allocate \$20,000 of prior program CDBG contingency to the Town's Jacob's Park Playground Equipment Replacement Project.

- 3. Direct staff to include the outside CDBG applicants in the Town’s FY 2014-15 & FY 2015-16 Partnerships and Programs outreach efforts.

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

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

DEPARTMENT REPORTS

13. Draft Council Manual of Procedural Guidelines

Town Clerk Copeland presented the staff report, explaining the need to clarify the Town’s procedures on items relating to Council protocol and procedures. In March 2011, the Town Council adopted Ordinance No. 223, repealing and enacting Chapter 2.05, and directed staff and legal counsel to develop a comprehensive manual of procedural guidelines that can be reviewed and adopted by Resolution. The Town Council Rules and Procedures Ad-Hoc Committee met several times with Town staff and legal counsel to develop a draft manual for the full Council review.

Mayor Pro Tem Huntington continued the staff report presentation as an Ad-Hoc Committee member and gave additional clarification on Section 9.1 as it relates to the selection of Mayor and Mayor Pro Tem and also section 6.4 on the appointments to the Town’s commissions and committees. The idea behind the language presented in 6.4 is to de-politicize the selection of commission and committee members.

Mayor Lombardo opened public comments.

Margo Sturges, Yucca Valley commented on past procedures of appointing commissions and committee members and spoke against creating an ad-hoc committee for the selection process.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Deputy Town Manager Stueckle explained the purpose in suggesting an application review ad-hoc committee is considered as advisory only. Any recommendation the ad-hoc committee may have, along with all applications received, would be brought before the full council for consideration.

Council Member Abel commented favorably on the new language for the mayor/mayor pro tem rotation, and agrees that the commission and committee appointments should not be political. There needs to be a due process for the applicants.

Council Member Rowe expressed she is in favor of the individual appointments.

Mayor Lombardo explained the process of a three year term instead of a four year term for commission and committee members.

Council Member Rowe voiced concern with the shorter period since commissioners usually spend a significant amount of time, just getting educated on the Town's processes.

Council Member Leone spoke of his past commission appointments. The elected official should be given respect for their knowledge, commitment and responsibility as a council member. Leone stated he is not in favor of the new language and would like to keep the process as it currently is.

Council Member Rowe inquired about the retention schedule for meeting recordings and how that relates to the style of minutes being kept on file.

After discussion, consensus was made to keep the commission and committee appointments as they currently are; change the language of keeping the meeting recordings to reflect current processes; and other minor, non-substantial changes to the document and bring back to the Town Council for further review.

14. HUD Park Funds Special Revenue Fund 551 Update

Senior Accountant Cisneros presented the staff report, giving an update on the HUD Park Funds Special Revenue Fund 551. Since December 18, 2012 when Essig Park was accepted as substantially complete, a number of specific activities occurred that impacted the final project accounting including, the FY 2012-13 fiscal year close, the final determinations from the federal Department of Housing and Urban Development, the approval of the Successor Agency's FY 2013-14B ROPS and the final accounting of the project's revenues, expenditures and credits. Cisneros continued to explain the final project funding and cost summary.

Mayor Lombardo opened public comments.

Margo Sturges, Yucca Valley commented on the dollar amounts given in the staff report.

With no other members of the public wishing to speak, Mayor Lombardo closed public comment.

Administrative Services Director Yakimow gave an explanation on how the Development Impact Fees balance is arrived at. With Council action this evening, the General Fund would receive repayment of outstanding DIF transactions.

Council Member Rowe stated she will be voting against the item, due to the principal of the original loan of DIF to complete onsite amenities at the time that Essig Park was built.

Mayor Pro Tem Huntington moved to:

- 1. Receive and file the HUD Park Funds Special Revenue Fund 551 Update
- 2. Amend the FY 2013-14 adopted budget for HUD Park Funds Special Revenue Fund 551 to accommodate final changes, and close the fund as appropriate.
- 3. Amend the FY 2013-14 amended budget for Development Impact Fees Special Revenue Fund 350 to reflect increase in transfer for repayment to the General Fund.

Council Member Abel seconded. Motion carried 4-1 on a roll call vote with Council Member Rowe voting no.

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

15. CORE Senior Housing Project Naming Recommendations

Administrative Services Director Yakimow presented the staff report explaining that in preparation for the opening of the National Community Renaissance of California (NCRC) senior housing development in Yucca Valley, NCRC is seeking input from the Town for naming suggestions for the development. Final naming authority will remain at the discretion of the project developer. Yakimow explained that to assist with these efforts, staff developed naming recommendations and solicited the Town’s Senior Club for their input.

Mayor Lombardo opened public comment. With no members of the public wishing to speak, Mayor Lombardo closed public comment.

Discussion among the Town Council commenced, weighing the suggested names. Consensus was made to forward the naming ideas of “Town Senior Village” and “Dumosa Senior Village” to NCRC for consideration.

16. Ordinance Deleting Yucca Valley Municipal Code Sections 2.08.090 and 2.08.100 Pertaining to Town Manager Separation Issues

AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF YUCCA VALLEY REPEALING YUCCA VALLEY
MUNICIPAL CODE SECTIONS 2.08.090 AND 2.08.100
PERTAINING TO TOWN MANAGER REMOVAL

Town Attorney Laymon read the title of the ordinance and presented the staff report. Laymon explained that the proposed ordinance repeals code sections relating to the terms of which provide for certain notice and hearing procedures in the event of a Town Manager separation. The current code sections 2.08.090 and 2.08.100 provide a Town manager certain notice and hearing rights that reach beyond what is required by law. Historically, these code sections have been contractually waived in prior Town Manager contracts, deeming them inapplicable in practice.

Mayor Lombardo opened public comments. With no members of the public wishing to speak, public comments were closed.

Mayor Pro Tem Huntington moved to introduce the Ordinance deleting Yucca Valley Municipal Code Sections 2.08.090 and 2.08.100, the terms of which provide for certain notice and hearing procedures in the event of a Town Manager separation. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

FUTURE AGENDA ITEMS

Council Member Leone would like to discuss speed limits on dirt roads.

PUBLIC COMMENTS

Mayor Lombardo opened public comments.

Margo Sturges, Yucca Valley thanked the Town Council members for reviewing the agenda packets and referencing stamped pages when speaking and commented favorably on the dialog and discussion the Council experienced this evening.

Ramon Mendoza, Morongo Valley spoke in apology to Mayor Pro Tem Huntington for mis-speaking at a past meeting.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

STAFF REPORTS AND COMMENTS

Deputy Town Manager Stueckle announced that the Hi Desert Water District Sewer Assessment report is due out in March 2014.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

17. Council Member Abel offered congratulations to Miss Yucca Valley Mariah Muchtar and her court and thanked Captain Boswell for his service. Abel also congratulated Olsen on her award for Employee of the Quarter.
18. Council Member Leone thanked Captain Boswell and wished him well in retirement. Leone also congratulated Miss Yucca Valley and Olsen for their accomplishments.
19. Council Member Rowe expressed similar kudos and stated that Boswell will be missed in the community.
20. Mayor Pro Tem Huntington reported that restrictions in the retail use of plastic bags are being discussed at the state level and also wished Captain Boswell a happy retirement.
21. Mayor Lombardo thanked the public for their comments and input during the meeting and congratulated Olsen on her Employee of the Quarter award.

ANNOUNCEMENTS

The next meeting of the Yucca Valley Town Council will be held on Tuesday, March 4, 2014 at 6:00 p.m., in the Yucca Room of the Yucca Valley Community Center.

ADJOURNMENT

With no further business, Mayor Lombardo adjourned the meeting at 9:05 p.m.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
MARCH 4, 2014**

OPENING CEREMONIES

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Lieutenant Wilke, Town Attorney Laymon, and Town Clerk Copeland

The Pledge of Allegiance was led by Council Member Leone.

The Invocation was led by Pastor David DiFalco of the Yucca Valley Church of the Nazarene

APPROVAL OF AGENDA

Council Member Leone moved to approve the agenda for the Regular Town Council Meeting of March 4, 2014. Mayor Pro Tem Huntington seconded. Motion carried 5-0 on a voice vote.

CONSENT AGENDA

1. **Waive** further reading of all ordinances and read by title only
2. **Approve** the Town Council meeting minutes of December 17, 2013 and the Special Joint Meeting of the Town Council and Planning Commission of January 7, 2014 as presented
3. **Approve** Amendment No. 6 to the contract between the County of San Bernardino and the Town of Yucca Valley for providing animal shelter services
4. **Authorize** staff to send a letter to Assembly Member Brian Nestande and Senator Jean Fuller seeking support against the elimination of the existing Beverage Container Recycling City/County payments
5. **Item Pulled**
6. **Approve** a governing body resolution for the FY 2013-2014 Off-Highway Vehicle grant application
7. **Ratify** the Payroll Registers total of \$272,401.01 dated February 18, 2014.
Ratify Warrant Registers total of \$78,247.92 for checks dated February 21, 2014.

Ron Cohen, Yucca Valley spoke on Item No. 5, stating he would like to see the old Pomona First Federal Building be put back into the tax base.

Mayor Lombardo opened public comment for items on the Consent Agenda. With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Council Member Leone pulled Item No. 5.

Mayor Pro Tem Huntington moved to approve consent agenda items 1-4, 6 and 7. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote

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

Item 5- Administrative Services Director Yakimow presented the staff report regarding the Long Range Property Plan, explaining that each successor agency is required to prepare and approve a long range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. The LRPMP included with the staff report has submitted by the Successor Agency after review by the Oversight Board in September of 2013.

Yakimow continued to explain that AB 1484 stipulates that the LRPMP must include an inventory and site history of each of the former Agency-owned properties as well as a plan for future use. The recommended dispositions listed for each parcel is in-line with the RDA's approved Five-Year Implementation Plan, Town Facility Master Plans, Old Town Specific Plan and other long-term planning documents. Tonight's action does not commit the Town to purchase anything. These properties are owned by the Successor Agency.

Council Member Leone clarified that this is a procedural item only; the property disposition will be discussed at a later date.

Council Member Abel moved to review and adopt Resolution No. 14-04 affirming the Long Range Property Management Plan (LRPMP) of the Successor Agency to the Dissolved Town of Yucca Valley Redevelopment Agency. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

DEPARTMENT REPORTS**8. State Route 62; Discussion of Alternative Access Routes
Pima Trail, East of Church Street to Palm
Alley Way, North Side of SR 62, Grand to Palm**

Town Project Engineer Qishta presented the staff report explaining options for developing alternative access routes including Pima Trail between Church Street and Palm Avenue, and the alley between Palm and Grand. The report summarized the various issues related to these two specific roadway segments as well as identified other long term similar circulation issues.

For the alternative access route of Pima Trail, east of Church Street to Palm, there are two right-of-way issues that will need to be addressed on this segment, and the preliminary construction cost estimate to complete the improvements identifies \$178,000 in anticipated costs, not including right-of-way or utility concerns. The unimproved, dirt alley north of SR62 between Palm Ave and Grand Ave has a preliminary construction costs estimate of \$121,000.

Mayor Lombardo opened public comments.

Susan Simmons, Yucca Valley commented in opposition of spending anything more than the minimum requirements on these areas, as there are many other needs in residential neighborhoods waiting to be addressed.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Deputy Town Manager Stueckle explained the process of bringing new roads into the Town's maintained road system and reminded the Council of existing alternate routes within the community.

Mayor Pro Tem Huntington questioned the 1.5 miles of maintained dirt roads that the Town inherited with incorporation and agrees with public comment about creating roadways with the sewer project planned for this area. Huntington recommended that a review of the traffic circulation in the entire town might be beneficial and would like to make these alternate routes passable in the most economical way.

Council Member Leone inquired about Traffic Safety Policy No. 5 and spoke of an exposed boulder on Kickapoo Trail.

Mayor Lombardo spoke in agreement with Mayor Pro Tem Huntington and not spend a lot of money making these alleyways passable until we know what is happening with the sewers. The beginning stages should be included in the upcoming FY 2014-15 budget.

Council Member Rowe moved to:

- Direct staff to include funding in the 2014/2015 Fiscal Year Capital Projects Budget to evaluate rights of way and utility location for Pima Trail, east of Church Street to Palm Avenue, and for the alley between Palm and Grand Avenue on the north side of SR 62.
- Direct staff to include funding in the 2014/2015 Fiscal Year Capital Projects Budget to accept Pima Trail, east of Church Street to Palm Avenue, and for the alley between Palm and Grand Avenue on the north side of SR 62, into the Town's Maintained Road System until completion of wastewater collection systems by HDWD.
- Direct staff to plan funding for paved and maintained improvements for Pima Trail, east of Church Street to Palm Avenue, and for the alley between Palm and Grand Avenue on the north side of SR 62 following completion of the wastewater collection system by HDWD.

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

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

NOES: None

ABSTAIN: None

ABSENT: None

**9. 2014-2015 & 2015/2016 Fiscal Year Budget Policy Direction
Program and Strategic Priority Direction**

Deputy Town Manager Stueckle presented the staff report for FY 2014-15 and FY 2015-16 Budget Policy Direction, and Program and Strategic Priority Direction. Staff is seeking policy direction and input for the preparation of the Town's baseline budget. Overarching policies and principles were reviewed as staff understands of a baseline budget, including:

- Balanced budget without the use of reserves
- Public Safety remains the highest budget priority
- Retain the goal of general fund revenues allocated to infrastructure maintenance of up to 10%
- No major program or service deliver modifications or additions are anticipated
- Identify programs or services that have minimal participation and/or that do not create significant quality of life programs for the community, and propose reasonable modifications or alternatives

The public outreach and participation process for budget preparation begins with the Council's deliberations on policy guidance on these matters in addition to the presentation of the baseline budget at an upcoming Council meeting.

Stueckle continued to explain that in past recent years, the Town has focused on capital project and infrastructure delivery as well as major programmatic projects such as the General Plan Update and the Development Code rewrite. It is anticipated to focus on service delivery and organizational needs and efficiencies in future budget cycles.

Mayor Lombardo opened public comment. With no members of the public wishing to speak, public comments were closed.

Council Member Abel commented favorably on the bulleted items listed in the staff report as target focus areas.

Council Member Rowe inquired about reserves to infrastructure and would like to make sure the general fund revenues allocated to infrastructure read 1 – 10% and not include zero as an option. Also Rowe stated that during budget discussions she would like use the chart on the Pavement Management System and how it is affected by the years when nothing was allocated to this program.

Council Member Leone agreed with Council Member Rowe's comment on infrastructure allocations.

Mayor Pro Tem Huntington commented favorably on the bulleted items as target areas for preparing the budget.

Mayor Lombardo also agreed with the listed target areas and sees the need for vehicle and technology replacement. Lombardo would like to see an increased use of solar options for Town buildings if possible.

Council Member Abel moved to approve policy direction to staff for preparation of the Town's baseline budget for fiscal years 2014-2016 including to modify the goal of retaining 1 – 10% of General Fund revenues for infrastructure maintenance. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

10. Appointment of Voting Delegate to Represent the Town at the Southern California Association of Governments (SCAG) Annual General Assembly

Clerk Copeland presented the staff report requesting an appoint of voting delegate to represent the Town of Yucca Valley at the Southern Association of Governments (SCAG) Annual General Assembly to be held in May 2014. Typically, the SCAG representative is the same as the SANBAG representative; however any Council Member

may be appointed depending upon availability to attend the assembly. Mayor Pro Tem Huntington is the SANBAG representative for the Town.

Mayor Lombardo opened public comments. With no members of the public wishing to speak, public comments were closed.

Mayor Pro Tem Huntington stated he is available to attend the assembly.

Council Member Abel moved to designate Mayor Pro Tem Huntington as the Voting Delegate to the SCAG General Assembly on May 1-2, 2014 in Indian Wells. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

FUTURE AGENDA ITEMS

Mayor Lombardo would like to see Black Rock Canyon Road maintenance placed on a future agenda. Deputy Town Manager Stueckle explained that it would be included in an upcoming Capital Project budget discussion.

PUBLIC COMMENTS

Mayor Lombardo opened public comments.

Susan Simmons, Yucca Valley asked if the Council would consider approving the paving Warren Way. The traffic has dramatically increased with drivers trying to circumvent the signals along the highway.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

STAFF REPORTS AND COMMENTS

Deputy Town Manager Stueckle gave a brief update on items of interest including:

- roadway clean-up efforts after the recent storm
- Senior Housing Ad Hoc Committee will visit the off-site construction of modules for the project
- Septic system requirements and mandates by the California State Water Quality Control Board

Administrative Services Director Yakimow explained that the Recreation Division is wrapping-up another successful youth basketball program which had approximately 500 participants this year.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

11. Council Member Leone stated he was glad to see some rain in our area.
12. Council Member Rowe thanked the road crews for the quick response.
13. Mayor Pro Tem Huntington invited the public to the upcoming wildflower lecture at the Hi Desert Nature Museum.
14. Mayor Lombardo thanked the road crews for their hard work in keeping the community safe.

ANNOUNCEMENTS

The next meeting of the Yucca Valley Town Council will be held on Tuesday, March 18, 2014 at 6:00 p.m., in the Yucca Room of the Yucca Valley Community Center.

CLOSED SESSION

Town Attorney Laymon read the title of the Closed Session item.

Mayor Lombardo opened public comment on the Closed Session item. With no members of the public wishing to speak, public comments were closed.

Mayor Lombardo adjourned to Closed Session at 7:45 p.m.

REPORT OUT FROM CLOSED SESSION

Town Attorney Laymon reported that Closed Session was adjourned at 8:30 with no reportable action.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Date: March 27, 2014
For Council April 1, 2014
Meeting:

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

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

Recommendation: Approve the Community Development Block Grant Cooperation Agreement and the City-County Delegate Agency Agreement with San Bernardino County for fiscal years 2015-16, 2016-17, and 2017-18 and subsequently automatically renew unless terminated, and authorize the mayor to execute the agreement.





Summary: Since incorporation, the Town of Yucca Valley has participated as a cooperating city with the County of San Bernardino in the local administration of the Community Development Block Grant program. The Cooperation Agreement and Delegate Agency Agreement provide the framework for continuing this working relationship through June, 2018 and beyond.

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

Reviewed By:	 _____ Town Manager	 _____ Town Attorney	 _____ Mgmt Services	 _____ Dept Head
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<input type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

As a cooperating city, the Town receives a consistent annual CDBG allocation and has the ability to directly implement CDBG funded activities. The alternative course of action would be to decline participation with the county, and apply directly to the State as a small city CDBG participant. In this structure, the Town becomes responsible for all administration, application and reporting functions of the CDBG program.

A change in the administrative process proposed by HUD in this proposed agreement is language that provides for an automatic renewal procedure as a way to increase efficiencies for all parties. In future agreement renewals, the automatic renewal procedure would work as follows:

- County sends an invitation to the Town to participate in the County's consortium.
- Town sends a response stating the Town's desire to continue participating in the consortium.
- County forwards all information to HUD to meet the renewal requirements.

Staff recommends approval of the Cooperation Agreement and Delegate Agency Agreement through June 30, 2018, with automatic subsequent renewal unless terminated.

Alternatives: None recommended.

Fiscal impact: The Town's annual CDBG allocation has been in the \$100,000 to \$130,000 range during the past three year cycle.

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

FOR COUNTY USE ONLY



<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department			Dept.	Orgn.	Contractor's License No.				
Economic Development Agency			ECD	ECD					
County Department Contract Representative				Telephone		Total Contract Amount			
Dena Fuentes, Director				(909) 387-4411					
Contract Type									
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			July 1, 2015	June 30, 2018	N/A	N/A			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
SBA	ECD	ECD	200	2005		\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
2015-16, 2016-17, 2017-18				FY	Amount	I/D	FY	Amount	I/D
City-County Cooperation									
Agreement									

County of San Bernardino
F A S
STANDARD CONTRACT

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

Name
 Town of Yucca Valley hereinafter called _____
 Address
 57090 Twentynine Palms Hwy _____
 Yucca Valley, CA 92284 _____
 Telephone Federal ID No. or Social Security No.
 (760) 369 - 7207 _____

Nature of Contract:
 The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the Town of Yucca Valley as a participant in the County's Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG) and other HUD grant(s) programs. It allows the City's population statistics to be included by HUD to calculate the County's grant(s) amount for each year starting in fiscal year 2015-2016 to 2017-18 and will automatically renew every three years thereafter unless revoked by either party, for so long as the County is designated as an Urban County.

The attached Contract consists of eight pages and two exhibits.

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

COOPERATION AGREEMENT FOR

HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS, UNLESS TERMINATED

This Agreement is made and entered into this ____ day of _____, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the Town of Yucca Valley, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

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

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

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

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the Town of Yucca Valley or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD though its CPD Division or its successor.

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

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the Town of Yucca Valley or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes though every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the

subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

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

5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10

DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

6. CONFLICT OF INTEREST

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

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

7. POLICIES

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

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the

negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

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

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, through its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME

funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

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

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

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

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

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

Schedule of Expenditure of Federal Awards

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

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

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

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Whistleblower Protection

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

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

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

By _____
Janice Rutherford, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: Robert Lombardo
(Print or type name of person signing contract)

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

Title: Mayor
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 57090 Twentynine Palms Hwy
Yucca Valley, CA 92284

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
By _____ County Counsel	By _____	By _____ Department Head
Date _____	Date _____	Date _____



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
County Department			Dept.	Orgn.	Contractor's License No.		
Economic Development Agency			ECD	ECD			
County Department Contract Representative			Telephone		Total Contract Amount		
Dena Fuentes, Director			(909) 387-4411				
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		July 1, 2015	June 30, 2018	N/A	N/A		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
SBA	ECD	ECD	200	2005		\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
2015-16, 2016-17, 2017-18			FY	Amount	I/D	FY	Amount
CDBG City/County							
Delegate Agency Agreement							
Contract Type 2 (b)							

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

Name
 Town of Yucca Valley
 Address
 57090 Twentynine Palms Hwy
 Yucca Valley, CA 92284
 Telephone (760) 369 - 7207
 Federal ID No. or Social Security No.

hereinafter called _____

Nature of Contract:

In compliance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, the County executed a Cooperation Agreement with the Town of Yucca Valley enabling the City to be a part of the County of San Bernardino's "Urban County" application to the federal Department of Housing and Urban Development (HUD) through mutual cooperation to undertake or assist in undertaking essential community development and housing activities. Pursuant to Section 14 of the Cooperation Agreement, this Delegate Agency Agreement and its attachments are set forth to further implement the provisions of the Cooperation Agreement. They specify the procedures, sequences, responsibilities and forms to be used to carry out CDBG activities according to local, state and federal requirements. The Delegate Agency Agreement is specifically subordinate and supplementary to and runs concurrent with the Cooperation Agreement.

The attached Contract consists of 11 pages and four attachments.

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

Auditor-Controller/Treasurer Tax Collector Use Only

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

COMMUNITY DEVELOPMENT BLOCK GRANT
CITY-COUNTY DELEGATE AGENCY AGREEMENT
For Fiscal Years 2015-16, 2016-17, 2017-18 and SUBSEQUENT AUTOMATIC RENEWALS
UNLESS TERMINATED

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

WITNESSETH

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

WHEREAS, CITY and COUNTY have entered into a Cooperation Agreement so as to enable CITY to be a part of COUNTY's CDBG program, commencing with Fiscal Years 2015-16, 2016-17, 2017-18 and set to automatically renew for three (3) year periods while the COUNTY is designated as an Urban County, to which this Delegate Agency Agreement is subordinate and supplementary agreement per SECTION 14 of Cooperation Agreement; and

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

WHEREAS, CITY has the ability, expertise and resources to manage and administer CDBG-funded projects/programs and agrees to adhere to all rules, regulations and related requirements associated with the utilization of CDBG funds; and,

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

WHEREAS, both COUNTY and CITY seek to coordinate their community development and neighborhood revitalization efforts in order to fully utilize all available resources while increasing efficiencies through economies of scale associated with the planning and administration of a large scale CDBG program; and

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

1. PURPOSE

This Delegate Agency Agreement, which is Exhibit 1 to the Cooperation AGREEMENT, is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this Delegate Agency Agreement is to enable CITY to implement CITY-CDBG funded projects or programs while adhering to the provisions of the Cooperation AGREEMENT in carrying out CDBG activities that have been approved by COUNTY for CITY in accordance with the CONSOLIDATED PLAN.

The purpose will be accomplished pursuant to the requirements of the ACT, its regulations and other federal, state and county laws and policies in the manner hereinafter set forth. This Delegate Agency Agreement is not a stand alone agreement and is only valid as a component of the Cooperation AGREEMENT; whereas the Cooperation AGREEMENT is a stand alone agreement and will be valid even if this Delegate Agency Agreement no longer exists. In absence of this Delegate Agency Agreement the CITY would not be able to implement any CDBG-funded projects or programs; however the COUNTY would still be able to implement CITY or COUNTY CDBG-funded projects and or programs as authorized under the Cooperation AGREEMENT.

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

2. TERM

This Delegate Agency Agreement shall become initially effective starting Fiscal Years 2015-2016, 2016-17, 2017-18, beginning on July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018 this Delegate Agency Agreement, as part of the Cooperation AGREEMENT will automatically renew for three (3) year periods, when the COUNTY re-qualifies as an Urban County, until such time as the Town of Yucca Valley or County of San Bernardino elects to terminate at the conclusion of a 3-year term. Even though this Delegate Agency Agreement does not stand alone, in order to complete the construction of a previously funded project(s) it may be extend beyond the conclusion of a 3-year term. COUNTY, though its Chief Executive Officer or EDA Administrator may grant an extension of up to six months to the term of this Delegate Agency Agreement for the purpose of completing CITY's projects/activities that are underway and which can not be completed during the term of this AGREEMENT. CITY must request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of this Delegate Agency Agreement, as described in SECTION 9 MAINTENANCE AND OPERATION OF FACILITIES and SECTION 15 MONITORING, shall be in effect and continue in full force as prescribed in SECTION 2 TERM of the Cooperation AGREEMENT and continue even if AGREEMENT is terminated or has expired.

3. AUTHORIZATION OF PROJECT/ACTIVITY

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

4. IMPLEMENTATION OF AUTHORIZED PROJECT

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

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

5. MODIFICATION OF AUTHORIZED PROJECTS

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

6. CONSOLIDATED PLAN AMENDMENT

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

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

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

7. COUNTY RESPONSIBILITIES

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

8. CONFORMANCE TO COUNTY PROCEDURES

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

A. COMMUNITY DEVELOPMENT ADMINISTRATOR

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

CITY's Community Development Administrator for this Delegate Agency Agreement is

Curtis Yakimow, TITLE: Administrative Services Director

B. FISCAL CONTACT PERSON

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

CITY Fiscal Contact person for this Delegate Agency Agreement is

Sharon Cisneros, TITLE: Senior Accountant

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

9. MAINTENANCE AND OPERATION OF FACILITIES

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

10. FUNDING LIMITS

CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated to CITY as listed in the Attachment A (Request to Initiate Project or Activity).

11. DISBURSEMENT OF FUNDS

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

12. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs carried out by CITY, CITY'S Contractor, or CITY'S subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Delegate Agency Agreement and or Cooperation AGREEMENT in a satisfactory or timely manner consistent with federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY'S performance. CITY shall then have p.4 maximum of ten (10) days in which to remedy said

deficiencies. Should said deficiencies not be remedied within the above mentioned ten (10) day period, COUNTY shall have full authority to reallocate CITY's CDBG program funding to any other eligible activity(ies), which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

13. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CITY as a result of the activity funded under the terms of AGREEMENT. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CITY shall return program income to COUNTY even if it is received after this AGREEMENT has expired. COUNTY shall have full authority to reallocate program income funding to any other eligible activity(ies), which can be implemented in a satisfactory or timely manner consistent with federal regulations or policy. Program income shall be returned to COUNTY within 30 days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of \$1,000; or c) the end of each fiscal year. CITY shall include in the reports required by Section 14, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

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

Any program income on-hand when this AGREEMENT expires or is received after such expiration will be paid to COUNTY within thirty (30) days.

14. PROGRAM REPORTING AND RETENTION OF RECORDS

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

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

15. MONITORING

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

16. ACCOUNTING

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

17. AUDITS

CITY is required to arrange and pay for an independent financial and compliance audit annually for each fiscal year during which federal funds are received under this AGREEMENT as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within 30 days of completion. Within 30 days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six months after EDA's receipt of the audit report. An audit may also be conducted by federal, state or local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this AGREEMENT cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to CITY's CDBG AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG AUTHORIZED PROJECT allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.

18. REVERSION OF ASSETS

Upon AGREEMENT termination, CITY shall transfer to COUNTY all CDBG funds on-hand (including, but not limited to, program income) at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

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

CDBG funds for the acquisition of, or improvement to the property. This Section 18 shall survive the termination of this AGREEMENT.

19. TERMINATION AND TERMINATION COSTS

This Delegate Agency Agreement may be terminated in whole or in part at any time by either party upon giving 60 days notice in writing to the other party if for whatever reason either party no longer desires to have CITY implement CDBG funded projects/programs. If the Delegate Agency Agreement is terminated, the AGREEMENT shall continue in full force until such time as described in SECTION 1 GENERAL and SECTION 2 TERM of AGREEMENT. An agreement must be reached by both parties as to conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience. EDA is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

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

20. PROJECT ACKNOWLEDGMENT

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

21. CONTRACT COMPLIANCE

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

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

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

22. DISCRIMINATION

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

23. STANDARDS OF CONDUCT

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

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

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

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

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

24. FORMER COUNTY OFFICIALS

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

25. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

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

26. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

This SECTION 26 INDEMNICATION shall survive the termination of this Delegate Agency Agreement.

27. SELF-INSURANCE

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

28. AMENDMENTS: VARIATIONS

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

29. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

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

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects

of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

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

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

Schedule of Expenditure of Federal Awards

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

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

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

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Whistleblower Protection

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

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

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

By _____
Janice Rutherford, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: Robert Lombardo
(Print or type name of person signing contract)

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

Title: Mayor
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 57090 Twentynine Palms Hwy
Yucca Valley, CA 92284

Approved as to Legal Form
By _____
County Counsel
Date _____

Reviewed by Contract Compliance
By _____
Date _____

Presented to BOS for Signature
By _____
Department Head
Date _____

ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT/CASE NUMBER:

DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218

ORIGINAL:

REVISION No.:

TARGET AREA:

DATE OF REVISION:

Pursuant to the terms of the Delegate Agency Agreement between Economic Development Agency (EDA)/Department of Community Development and Housing (CDH), and the City of _____, dated _____, CDH hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of EDA Administrator/CDH Director/ or their Designee.

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

TOTAL PROJECT FUNDING: \$ _____
CITY CDBG ALLOCATION
RELEASED: \$ _____
CITY CDBG FUNDS
EXPENDED AS OF _____: \$ _____

DATE OF RELEASE OF FUNDS:

BALANCE OF FUNDS AVAILABLE: \$ _____

SCHEDULE OF CITY CDBG ALLOCATION:

Year 1-37	Year 38	Year 39	Year 40	Year 41	Year 42	Year 43	
Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	Act# _____	TOTAL OF
<u>(75-2012)</u>	<u>(2012-13)</u>	<u>(2013-14)</u>	<u>(2014-15)</u>	<u>(2015-16)</u>	<u>(2016-17)</u>	<u>(2017-18)</u>	<u>43 YEARS</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION:

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

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

<u>LAND ACQUISITION:</u>	\$ _____	<u>PURCHASE OF EQUIPMENT:</u>	\$ _____
<u>STAFF COST RELATED</u>		<u>CONSTRUCTION COST:</u>	\$ _____
<u>TO LAND ACQUISITION:</u>	\$ _____	<u>CITY STAFF COST:</u>	\$ _____
<u>DESIGN:</u>	\$ _____	<u>CONTINGENCY:</u>	\$ _____
<u>CONSULTANT SERVICES:</u>	\$ _____		

TOTAL CITY CDBG ALLOCATION AVAILABLE: \$ _____

IMPLEMENTING CITY: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

COUNTY OF SAN BERNARDINO

EDA Administrator/ CDH Director or Designee

DATE: _____

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT/CASE NUMBER:

DATE OF ORIGINAL ISSUE:

CFDA No.: 14.218

ORIGINAL:

REVISION No.:

TARGET AREA:

DATE OF REVISION:

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

ACTIVITY DESCRIPTION:

IMPLEMENTING CITY:

DATE

SIGNATURE

COUNTY OF SAN BERNARDINO

TITLE

EDA Administrator/CDH Director or Designee

DATE

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

I. Introduction

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

II. Authorization to Proceed

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

A. Project/Activity Budget

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

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

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

B. Activity Description

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

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

1. Title of Project/Activity
2. Activity Number
3. Specific site description
4. On- and off-site improvement description
5. Size of building
6. Fixtures list (such as stove, built-in equipment)

7. Water and sewer requirements
8. Utilities
9. Specific zoning and planning requirements
10. Specific uses of the site and/or building
11. Equipment
12. Functions

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

EDA will complete the Attachments "A" and "B" and will send two copies each to DA for signature. Once signed and fully completed, they must be returned to EDA for signature. An original of each will be returned to DA signifying authorization to proceed with actions outlined in the following sections:

III. Actions and Responsibilities

A. Property Acquisition

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

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

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

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

B. Architect and/or Engineer Selection

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

h. DA: Awards Consultant Services Contract.

2. Architectural and engineering services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:

a. DA: Determines that the situation warrants sole source procurement and that such procurement will comply with requirements and criteria specified in Federal Title 24 CFR Part 85.36, (Procurement Standards).

b. DA: Selects architect, engineer or other consultants.

c. DA: Submits to EDA a "Request for Approval to Proceed" to award a "Sole Source Consultant Services Contract" to EDA explaining why the DA has chosen the consultant and why the competitive RFP procedure is not being used.

d. EDA: Reviews the request and approves or denies sole source procurement request based on explanation and backup.

e. EDA: Issues "Approval to Proceed" to award a "Sole Source Consultant Services Contract" authorization or denial of request.

f. DA: Negotiates and awards the sole source contract.

C. Design Phase

1. DA: Monitors preparation of preliminary plans by architect.

2. DA: Notifies EDA of all public meetings with architect, five working days before event.

3. EDA/
DA: Reviews and approves preliminary design.

4. DA: Secures all required permits and regulatory approvals.

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

D. Construction Phase

1. DA: Reviews and approves plans and specifications, and obtains current Federal Wage Decision from EDA or online at <http://www.wdol.gov/dba.aspx#0>, to be included in the bid package.

2. DA: Forwards construction bid package and approved plans to EDA for review and approval along with a "Request for Approval to Proceed" to issue an "Invitation to Bid" for construction services. Attachment "D" - "Construction Contract Labor Compliance Provisions" must be part of the complete bid package submitted to EDA for approval.

3. EDA: Reviews and approves construction bid package for compliance with Federal and local regulations and forwards "Approval to Proceed" to invite bids with changes (if any) to DA.

4. DA: Determines bid solicitation process permitted by CDBG requirements under Federal Title 24 CFR Part 85.36 (Procurement Standards), and County contracting regulations. Advertises "Invitation to Bid" and receives bids.
5. DA: Ten days prior to bid opening, DA makes telephone contact with EDA and requests from EDA or obtains online at <http://www.wdol.gov/dba.aspx#0> the current Federal Wage Decision. If the Federal Wage Decision is in any way different from that issued in the original bid package, DA will issue a bid addendum and immediately forward the latest wage decision to all bidding contractors who, in turn, submit revised bids prior to the bid opening. DA shall notify EDA of any change in the Federal Wage Decision should DA use the online option above.
6. DA: Conducts bid opening and reviews bid documents submitted by the low-bidder to assure compliance with County Policy 15-01, if applicable, and 24 CFR 85.36(e) regarding the participation of minority, disadvantaged and women business enterprises (MWBE's) in the proposed construction contract. If DA has its own plan that meets the aforementioned requirements, it may use this plan for bid document reviews.
7. DA: Submits the low-bidder information and list of subcontractors to EDA and a "Request for Approval to Proceed" to award a "Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revised Attachment "A") or change in project description (revised Attachment "B") should be sent at this time.
8. EDA: Prepares revisions to Attachment "A" and/or "B" as requested (if necessary).
9. EDA: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.
10. EDA: Issues "Approval to Proceed" to award a "Construction Services Contract" to DA.
11. DA: Insures completeness of contract documents prior to award of contract. **Prime and Sub-Contractor Construction contracts must contain the Labor Compliance Contract Addendum (LCCA)**, a copy of applicable Federal Wage Determination, and a copy of restrictions on public buildings and public works projects provisions.
12. DA: Awards Contract.
13. DA: Notifies EDA of pre-construction conference at least five working days prior to event. **Prime and Sub-Contractor's labor compliance personnel must attend pre-construction conference.** Submits required EDA documents (Ex: completed bid package) prior to pre-construction meetings, including Contractor Information Sheet.
14. DA: Conducts pre-construction conference (EDA attendance mandatory). EDA sets up prime contractor on LCPtracker.

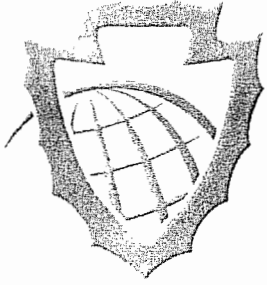
15. DA/
EDA: DA provides EDA with a copy of signed contract which incorporates the LCCA prior to start of construction. DA ensures completion of bonds and all required labor compliance documentation is accepted in LCPtracker. EDA obtains Project Wage Rate Sheet from Prime Contractor which includes all federal labor classifications that will be utilized on the project by the Prime Contractor as well as ALL Sub-Contractors.
16. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.
17. EDA/
DA: Ongoing observation and monitoring of projects.
18. DA: Conducts on-site interviews with contractor employees for each trade regarding their wages. Sends original signed Record of Employee Interview (HUD-11) to EDA. EDA may require Record of Employee Interview to be entered on LCPtracker.
19. DA: Ensures contractor's submission of Weekly Certified Payroll in LCPtracker.
20. DA: Receives Contractor requests for progress payments and any other documentation of expenditures and work accomplished. DA reviews labor compliance reports in LCPtracker.
21. EDA: Reviews Contractor Weekly Certified Payroll on LCPtracker during the term of construction, including non-performance payrolls.
21. EDA: Checks wages reported on Certified Payroll forms against employee interview forms for consistency between wage rates reported by contractor and wages received by employees.
22. DA: Submits to EDA during the term of the construction contract, a report package containing:
 - Request for Reimbursement and accompanying documentation. Payments on said requests are subject to complete compliance with Federal Labor Standards.
23. DA: Notifies EDA of all meetings regarding EDA projects, such as Design Conferences, Public Meetings, and meetings with Community Development Advisory Commission, and DA at least five working days before event occurs.
24. DA: Processes change orders and sends copy(ies) of proposed change order(s) along with a "Request for Approval to Proceed" to issue a "Contract Change Order" to EDA. Must obtain approval from EDA regarding all change orders *prior* to authorizing the contractor to proceed with said changes.
25. DA: Notifies EDA of proposed changes in the list of subcontractor(s) and submits a "Request for Approval to Proceed" to add or delete subcontractor(s) from the approved list.
26. EDA: Revises Attachments "A" or "B", if necessary, and issues an "Approval to Proceed" to issue a "Change Order(s)" to DA.

27. DA: Notifies EDA of final inspections at least five working days before inspection date.
28. DA: Attends final inspections (EDA attendance optional).
29. DA: Secures its governing body's acceptance of completed project and filing of Notice of Completion and submits "Notice of Completion" to EDA.
30. EDA: Monitors project progress and contract compliance and issues, as necessary, "Notice to Submit Final Activity Costs" notices to DA.
31. DA: Takes necessary actions to comply with said notices.
32. EDA: Conducts "Annual Certification of Use of Facilities".

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

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

- J. Americans With Disabilities Act
- K. Clean Air Act (42 U.S.C. 7401 et. seq.)
- L. Clean Water Act (33 U.S.C. 1368)
- M. Section 3 Regulations of the Housing and Urban Development Act of 1968, Title 24 CFR, Part 135 (12 U.S.C. 1701u)
- N. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. seq.)
- O. Fair Housing Act (42 U.S.C. 3601-20)
- P. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655)
- Q. Hatch Act
- R. Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b))



COUNTY OF
SAN BERNARDINO

COMMUNITY DEVELOPMENT AND HOUSING

**CONSTRUCTION CONTRACT
LABOR COMPLIANCE PROVISIONS
(Attachment D)**

NOTICE TO BIDDERS

COUNTYWIDE VISION:

The project(s) implemented with these funds assist in meeting an element of the Countywide Vision for sustainable infrastructures and housing as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

FUNDING OF PROJECTS AND FEDERAL AND STATE REQUIREMENTS

Bidders are advised that federal funds are being used for this project and that as a result, certain requirements are to be imposed, depending upon the source of the federal funds. Sources may include: Community Development Block Grant funds (CDBG), Neighborhood Stabilization Program funds (NSP) or HOME Investment Partnerships Program funds (HOME). The use of any of these federal funds on a project will require the payment of federal prevailing wages under the Davis-Bacon and Related Acts ("DBRA") (40 USC §3142, 40 USC §§ 276a-276a-7, 29 CFR Part 5, which will be enforced when the contract amount for the Prime Contract exceeds \$2,000. The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with the DBRA. The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

For HOME and NSP funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under the contract, a wage not less than the locally prevailing wages (including fringe benefits) listed in a David Bacon wage determination for a classification, as specified in the Federal Wage Determination. **If other funding is used on a project, California state prevailing wages (as specified in the State Wage Determination) may be triggered. If that occurs, then the higher of the two applicable wage classifications (federal or state) will be enforced for all work under the contract.** For CDBG-funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics providing work under the contract, a wage not less than the locally prevailing wages (including fringe benefits), as specified in both the Federal and State Wage Determinations for the project.

The higher of the two applicable wage classifications, either the Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.

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

TABLE OF CONTENTS

- CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS..... 1
- LABOR COMPLIANCE REQUIREMENTS.....2
- REQUIRED DOCUMENTS.....4
- FEDERAL LABOR STANDARDS PROVISIONS.....5
- SECTION 3 CLAUSE.....9
- AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-
CONSTRUCTION CONTRACTORS.....10
- EQUAL OPPORTUNITY CLAUSES.....14
- CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS.....22
- DAVIS-BACON WAGE DETERMINATION.....23
- SAMPLE DOCUMENTS.....24

CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

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

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

Bid Bond – A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid.

Certificate of Owner's Attorney – This certificate is to be completed by the owner's attorney when applicable.

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

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

Certification by Proposed Subcontractor Regarding Equal Employment Opportunity – This certification must be completed by all Subcontractors and every lower-tier Subcontractor and submitted to the Prime Contractor for submittal to the CITY/COUNTY prior to the pre-construction conference.

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

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

Federal Labor Standards Provisions (HUD 4010 form) – These provisions set forth the federal labor requirements for contractors working on federally-assisted construction projects in which the prime contract exceeds \$2,000. The Prime Contractor and all Subcontractors and every lower-tier subcontractor are required to pay their laborers and mechanics working onsite a wage as specified in the FEDERALLY FUNDED PROJECTS section of this provision. *The Prime Contractor is responsible to include the Labor Compliance Contract Addendum in all executed Subcontractor contracts for this project.*

Federal Prevailing Wage Decision – The Federal Wage Decision contains the federal wage rates for construction projects within the County of San Bernardino. A copy of the Wage Decision is included in the bid package and can also be found at <https://www.sam.gov/portal/public/SAM/> or <http://www.wdol.gov/dba.aspx> the wage decision that applies to the project is the one in effect ten days prior to the bid opening date.

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

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

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

LABOR COMPLIANCE REQUIREMENTS

Davis-Bacon and Related Acts:

The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with all requirements of Davis-Bacon and Related Acts (DBRA). The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

A copy of the Federal Prevailing Wage Decision, (and upon request the State Wage Decision) the date of which reflects the latest applicable modification at the time of this bid advertisement, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project.

A weekly Certified Payroll Report (CPR) is required during the term of construction on the project. Payment(s) of invoice(s) for this project may be delayed when CPRs are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Prime Contractor. The payment request shall not be approved unless all CPRs for the project submitted through LCPtracker have been approved and accepted for each week worked during the time period covered by said payment request.

LCPtracker:

As permitted by the Department of Labor (DOL), The Department of Housing and Urban Development (HUD), and Title 8, section 16404 of the California Code of Regulations, the Prime Contractor and each Subcontractor and every lower-tier Subcontractor subject to DBRA are allowed to submit CPRs electronically via LCPtracker

LCPtracker is a web-based system.. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides two convenient training options:

Option 1: Computer-Based Training Courses: Pre-recorded videos can be viewed at any time by logging into the LCPtracker website and following these simple steps:

- Enter user name/password
- Select the "eTraining" link located at the top of the page.
- Select "Contractor Training Videos"

Option 2: Web-Based Training Sessions: Online training sessions facilitated by members of LCPtracker's customer support team are available several times per week. All that is needed to participate is a computer with Internet access, an email address and access to a phone.

- Enter user name/password
- Select "Book Now" on the "Projects" tab and register for the Online training sessions.

eDocuments:

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. Prior to the contractor being allowed by the system to certify CPRs, all eDocuments must be submitted to, and approved by, the County.

Other Required Documentation:

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or a letter stating the reasons why no business license is required. All contractors performing work on a project site located within an *incorporated* city must possess or obtain that city's business license. However, if the project is located in an *unincorporated* area of the County, and the contractor's business is located in an *incorporated* city, the contractor must possess or obtain a business license within the city where their business is located. Exception to business license requirement: A letter explaining the exception to the business license requirement will be required if the contractor's business and the project work site are both located in the *unincorporated* area of the County.

Electronic Submission of Certified Payrolls:

Use of LCPtracker may require data entry in order to certify weekly payroll(s). Data entry includes information regarding employee identification, labor classification, total hours worked on the project, wage and benefit rates paid etc. Contractors currently using a payroll software system may be capable of interfacing with LCPtracker. Submission of electronic CPRs will be required by every lower-tier Subcontractor.

The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

REQUIRED DOCUMENTS CHECKLIST

REQUIRED PRIOR TO CONTRACT AWARD

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

REQUIRED PRIOR TO PRECONSTRUCTION CONFERENCE

- 3. Executed Contract/Purchase Order NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the Federal prevailing wage determination for the project must be attached to contract
- 4. Prime Contractor Information Form
- 5. Bonds (performance/payment or labor and material bonds)
- 6. Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A1)*
- 7. Sub-Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A-1)*
- 8. Certification of Bidder Regarding Equal Employment Opportunity(Exhibit B)*

REQUIRED DURING CONSTRUCTION

- 9. Certification of Proposed Sub-Contractor Regarding Equal Employment Opportunity (Exhibit C)*
- 10. Affirmative Action Compliance Form for Construction Contracts over \$10,000 (Exhibit D)*
- 11. A copy of all executed Sub-Contractor contracts NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the prevailing wage determination for the project must be attached to contract
- 12. City Business License/Exception Letter
- 13. Certificate of Understanding and Authorization Form (Exhibit E)
- 14. Fringe Benefit Statement Form (Exhibit F)*
- 15. Authorization for Payroll Deduction (Exhibit G)*
- 16. DOL Registered Apprentice Program*

- 17. DOL Apprenticeship Certification*
- 18. Apprenticeship Program Appendix A*
- 19. Project Wage Rate Sheet*

REQUIRED DURING CONSTRUCTION

- 20. Weekly Certified Payrolls (see "Electronic Submission of Certified Payrolls" section)

*Note: These forms are located on the LCPtracker online database discussed in "Electronic Submission of Certified Payrolls" section and will be discussed by County CDH staff at the preconstruction conference.

1. Applicability

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or

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

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

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

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

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

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

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

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

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

SECTION 3 CLAUSE

(Information for the Section 3 Report will be input on LCPtracker)

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

Assurance of compliance with regulations.

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

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

AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

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

I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

A. The Affirmative Action program embodies the following principals:

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

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

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

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

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

D. Exemptions under 41 CFR 60:

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

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

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

II. SATISFYING AFFIRMATIVE ACTION PLAN

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

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

DEFINITIONS

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

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

T. Violation and Appeal Procedure:

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

EQUAL OPPORTUNITY CLAUSES

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

EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

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

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable the able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the follow 16 steps:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CRF 60-4.6.

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

residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

Minority Goals

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

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

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

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

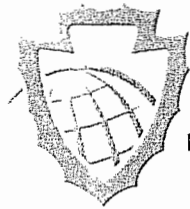
During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection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

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

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

-Insert-

**CURRENT DAVIS-BACON WAGE DETERMINATION WHEN
CONSTRUCTION PROJECT GOES OUT TO BID**



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

PRIME CONTRACTOR

PROJECT NAME:

PROJECT CODE:

PROJECT ADDRESS:

PRIME CONTRACTOR NAME:

As the Prime Contractor for the above referenced project, I hereby make the following certification and acknowledgment with respect to the applicability of "**DAVIS-BACON AND RELATED ACTS**" requirements:

1. By entering into this contract I certify and acknowledge that the above referenced project is federally funded and, as the Prime Contractor, I am solely responsible for complying with the "**DAVIS-BACON AND RELATED ACTS**" requirements; and

2. The Prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed a wage not less than the highest wage applicable to their work classifications. If no federal work classification appears to apply, the Prime Contractor shall make a written request to the County of San Bernardino to obtain the applicable work classification and wage rate prior to the start of construction. The Prime Contractor is solely responsible for ensuring that all Subcontractors are in compliance with the "**DAVIS-BACON AND RELATED ACTS**" requirements.

 PRIME CONTRACTOR

 DATE

 PRIME CONTRACTOR SIGNATURE

 TITLE

**IF PRIME CONTRACTOR IS A CORPORATION OR PARTNERSHIP
 LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.**

 NAME

 TITLE

 NAME

 TITLE

 NAME

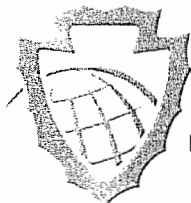
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 NAME

 TITLE



**SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
 DAVIS-BACON AND RELATED ACTS REQUIREMENTS**

SUBCONTRACTOR

PROJECT NAME:

PROJECT CODE:

PROJECT ADDRESS:

PRIME CONTRACTOR NAME:

SUBCONTRACTOR NAME:

As the undersigned Subcontractor, having executed a contract with the above named contractor on the above referenced project, hereby make the following certification and acknowledgment with respect to the applicability of "DAVIS-BACON AND RELATED ACTS" requirements:

1. By executing a contract with the above named contractor, I/we certify and acknowledge that the above referenced project is federally funded and will comply with the "DAVIS-BACON AND RELATED ACTS" requirements.
2. I/we have read the "LABOR COMPLIANCE CONTRACT ADDENDUM" including the wage determination for the above referenced project. I/we acknowledge the receipt and adherence to following provisions set forth in the "FEDERAL LABOR STANDARDS PROVISIONS" before participation on this project.
3. I/we will include the "LABOR COMPLIANCE CONTRACT ADDENDUM" including the wage determination for the above referenced project in any lower tier subcontracts/purchase orders executed. I/we will forward to Prime Contractor a copy of all executed subcontracts/purchase orders to any lower tier subcontractors within seven (7) days of the execution date.

 SUBCONTRACTOR

 DATE

 SUBCONTRACTOR SIGNATURE

 TITLE

**IF SUBCONTRACTOR IS A CORPORATION OR PARTNERSHIP
 LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.**

 NAME

 TITLE

 NAME

 TITLE

 NAME

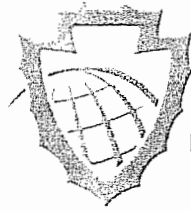
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 NAME

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 NAME

 TITLE



**CERTIFICATION OF BIDDER REGARDING
 EQUAL EMPLOYMENT OPPORTUNITY**

PRIME CONTRACTOR

PROJECT NAME:

PROJECT CODE:

PROJECT ADDRESS:

INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

BIDDER'S CERTIFICATION

BIDDER'S NAME:

ADDRESS:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No (IF YES, identify the most recent contract.) _____

(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at <http://www.eeoc.gov/eeo1survey/index.html>).

2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

Yes No None Required

3. Has Bidder ever been or is bidder being considered for sanction due to violation of EXECUTIVE ORDER 11246, as amended. <http://www.dol.gov/compliance/laws/comp-eeo.htm>

Yes No

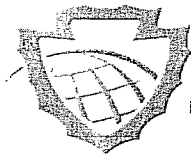
Certification: The information above is true and complete to the best of my knowledge and belief.

 PRIME CONTRACTOR (Print Name)

 TITLE

 CONTRACTOR SIGNATURE

 DATE



**CERTIFICATION BY PROPOSED SUBCONTRACTOR
 REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

SUBCONTRACTOR

PROJECT NAME:

PROJECT CODE:

PROJECT ADDRESS:

INSTRUCTIONS

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

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Prime Contractor approves the subcontract or permits work to begin under the subcontract. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME:

ADDRESS:

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No (IF YES, identify the most recent contract.) _____

(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission contact EEOC at 800-669-4000 or online at <http://www.eeoc.gov/eo1survey/index.html>).

2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

Yes No None Required

3. Subcontractor has ever been or is being considered for sanction due to violation of EXECUTIVE ORDER 11246, as

amended. <http://www.dol.gov/compliance/laws/comp-eeo.htm>

Yes No

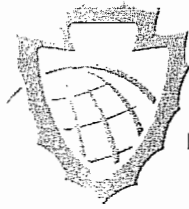
Certification: The information above is true and complete to the best of my knowledge and belief.

 SUBCONTRACTOR (Print Name)

 TITLE

 SUBCONTRACTOR SIGNATURE

 DATE



**AFFIRMATIVE ACTION COMPLIANCE FORM
 FOR CONSTRUCTION CONTRACTS OVER \$10,000**

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME:

PROJECT CODE:

COMPANY – CONTRACTOR NAME:

Please check the box that applies to your company to affirm an understanding and implementation of AFFIRMATIVE ACTION COMPLIANCE requirements and that you have read and completed the requirements for the project as noted below:

I / We have reviewed and understand the "CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT ADDENDUM".
 MANDATORY REQUIREMENT

I / We DO currently maintain an effective Affirmative Action Program. The Affirmative Action Program complies with the Standard Federal Equal Employment Opportunity Construction Contract Provisions Executive Order 11246, pursuant to 41 CFR 60-4.3 (a) and will furnish a copy upon request.

I / We DO NOT currently maintain an Affirmative Action Program. I / We agree to the Equal Opportunity Clause for Federally-Assisted Construction Contracts (Executive Order 11246), as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR 60-1.4) of "CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT ADDENDUM".

Personnel affirmative action in recruitment, hiring and promotion is required by Contractors and Subcontractors who have entered into a federally-assisted construction contract that exceeds \$10,000 or \$10,000 in the aggregate over a 12-month period. Contractors or Subcontractor who enter into a "Construction Contract" in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of "CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)" of the bid package and/or "LABOR COMPLIANCE CONTRACT ADDENDUM".

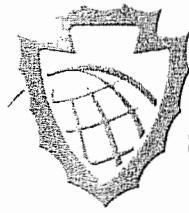
I certify the information above is true and complete to the best of my knowledge and belief.

 CONTRACTOR (Print Name)

 TITLE

 CONTRACTOR SIGNATURE

 DATE



**CERTIFICATE OF UNDERSTANDING
 AND AUTHORIZATION FORM**

PRIME CONTRACTOR	SUBCONTRACTOR
-------------------------	----------------------

**** Complete If Owner/Officer Is NOT Signing Statement of Compliance ****

PROJECT NAME:	PROJECT CODE:
---------------	---------------

COMPANY – CONTRACTOR NAME:

The undersigned certifies that the company principal(s), and the authorized payroll officer have read the most current “DAVIS-BACON LABOR STANDARDS” (A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects) and understand the labor standards clauses pertaining to this project including the pre-construction conference discussions and all related documents required for this project by the implementing agency in the pre-construction checklist package.

THE FOLLOWING PERSON(S) IS DESIGNATED AS THE PAYROLL OFFICER FOR THE UNDERSIGNED COMPANY CONTRACTOR AND IS AUTHORIZED TO SIGN THE STATEMENT OF COMPLIANCE WHICH WILL ACCOMPANY EACH WEEKLY CERTIFIED PAYROLL REPORT FOR THIS PROJECT.

 PAYROLL AGENT (PRINT NAME)

 PAYROLL AGENT (SIGNATURE)

 OWNER/OFFICER (PRINT NAME)

 OWNER/OFFICER (SIGNATURE)

 TITLE (PARTNER/CORPORATE OFFICER OR OWNER)

 DATE

***** A PAYROLL OFFICER MAY SELF-CERTIFY AUTHORIZATION TO SIGN PAYROLL REPORTS ONLY IF A SOLE-PROPRIETOR. ALL OTHERS MUST HAVE AUTHORIZATION FROM A SECOND CORPORATE OFFICER / PARTNER OR OWNER. *****

FRINGE BENEFIT STATEMENT FORM

PRIME CONTRACTOR		SUBCONTRACTOR	
PROJECT NAME:		PROJECT CODE:	
COMPANY – CONTRACTOR NAME:			
<p>Use this form to identify those bona fide Fringe Benefit Plan(s) in which your employees are participating. List all third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars) below. Payrolls will be monitored to ensure the proper Fringe Benefit rates are being paid. Additional documentation may be required.</p>			
CLASSIFICATION:		EFFECTIVE DATE:	SUBSISTENCE OR TRAVEL PAY \$:
FRINGE BENEFIT HOURLY AMOUNT:	NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM		
VACATION/HOLIDAY \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
HEALTH & WELFARE \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
PENSION \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
APPRENTICE/TRAINING \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
OTHER \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
CLASSIFICATION:		EFFECTIVE DATE:	SUBSISTENCE OR TRAVEL PAY \$:
FRINGE BENEFIT HOURLY AMOUNT:	NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM		
VACATION/HOLIDAY \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
HEALTH & WELFARE \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
PENSION \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
APPRENTICE/TRAINING \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
OTHER \$:	NAME:		
	ADDRESS:		
	CONTACT INFORMATION:		
<p>I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above:</p>			
_____		_____	
CONTRACTOR (PRINT NAME)		TITLE	
_____		_____	
OWNER/CONTRACTOR SIGNATURE		DATE	

EXHIBIT F

FRINGE BENEFIT FORM INSTRUCTIONS

Supplemental statements **MUST** be submitted during the progress of work should a change in rate of any of the classifications be made.

NOTE: To receive credit for employer paid benefit contributions, plans must be bona fide and contributions must be documented. On the Fringe Benefit Statement, indicate the name, address and phone number of the administrator of the Plan, Fund or Program.

VACATION PLAN/PAID HOLIDAY DOCUMENTATION: Please submit copies of your company's policy for employer paid vacation and holidays. For vacation, please explain how you track the vacation hours for each employee. Additionally, please submit copies of monthly reports or statements from the bank/fund depository showing that the plan and vacation amounts are available for the workers.

HEALTH AND WELFARE DOCUMENTATION: For your Health & Welfare Plan, please submit copies of the plan documentation indicating monthly or quarterly billings for the covered benefits (and delineating all benefits per worker), as well as statements and copies of checks transmitted by your company to the trust fund or plan for these benefits.

PENSION PLAN DOCUMENTATION: Please submit copies of the plan documentation from the Plan Administrator including the plan summary, account balances, monthly or quarterly transmittals into the account and copies of checks transmitted by your company as payments into the accounts.

APPRENTICE/TRAINING DOCUMENTATION: Please submit copies of the Apprentice/Training Certification Letter from your Federally Registered Program Sponsors. The apprenticeship program must be registered with the Department of Labor (DOL), Office of Apprenticeship. Include level, step or period of the apprentice; apprentice's wage scale and ratio information. A training or apprentice wage can be paid only if the trainee is registered in a DOL approved apprenticeship or training program or with a State Apprenticeship Agency recognized by DOL. Otherwise, the individual is to be paid the Davis-Bacon and Related Acts (DBRA) prevailing wage rate for the classification of work that they are performing regardless of their skill level. (Federal regulations DO NOT REQUIRE the employment of apprentices on federally funded projects)

OTHER DOCUMENTATION: Please submit copies of explanation, monthly reports or statements and plan documentation from the Plan Administrator for all "OTHER" company paid plan(s). The implementing agency will verify plan(s) for employer to receive credit.

FRINGES PAID IN CASH: Indicate if some or all fringes will be added to the employee's basic hourly rate.

If your company does not operate under a collective bargaining agreement or contribute based on an hourly amount; you may use the following formulas to compute hourly benefits. Please be advised that examples are provided only to demonstrate how the formulas are used.

Annual Calculation: The annual calculation is based on 2080 hours per year (40hrs x 52 weeks per year)

Formula: Employee's Basic Hourly Rate x Number of Benefit Hours (8 Hrs a Day x Number of Days) divided by 2080

Annual Hours.

Example: At \$20/Hr, with 80 vacation hours a year, the hourly rate would calculate as follows:

$\$20 \times 80 \text{ Hrs} = \$1,600$ divided by 2,080 hours per year = \$.77

Fringe Benefit Hourly Amount: \$.77

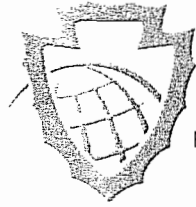
Monthly Calculation: The monthly calculation factor 173.33 is based on 2080 hours per year divided by 12 months.

Formula: Monthly Benefit Plan Contribution divided by 173.33

Example: If employer pays \$200/month for a medical benefit, the monthly hourly rate calculates as follows:

A monthly plan contribution of \$200 divided by 173.33 = \$1.15

Fringe Benefit hourly amount: \$1.15



COUNTY OF
SAN BERNARDINO
 ECONOMIC DEVELOPMENT AGENCY

AUTHORIZATION FOR PAYROLL DEDUCTION(S)

PRIME CONTRACTOR		SUBCONTRACTOR	
PROJECT NAME:		PROJECT CODE:	
COMPANY – CONTRACTOR NAME:			
EMPLOYEE NAME:		EMPLOYEE #:	

MUST be completed and signed by the employee who has "OTHER/GARNISH" deduction(s) subtracted from his/her payroll. Deduction types include: Alimony, Child Support, other Court-Ordered Deductions or Garnishments, Uniforms, 401K, Loans, Advance Paybacks, or Insurance, etc. This form is to be submitted before the first Certified Payroll reflecting the deduction(s). ALL "Other/Garnish" deductions must be accompanied by supporting documentation.

DEDUCTION TYPE:	EXPLANATION FOR DEDUCTION(S):	WEEKLY AMOUNT:

I, _____, HEREBY AUTHORIZE

(PRINT EMPLOYEE NAME)

(COMPANY - CONTRACTOR NAME)

TO MAKE THE ABOVE LISTED DEDUCTION(S) FROM MY PAYROLL CHECK. IT IS UNDERSTOOD THAT THESE DEDUCTIONS ARE IN THE INTEREST OF THE EMPLOYEE AND NOT A CONDITION OF EMPLOYMENT, OR A DIRECT OR INDIRECT FINANCIAL BENEFIT ACCRUING TO THE EMPLOYER, AND NOT OTHERWISE FORBIDDEN BY LAW.

EMPLOYEE SIGNATURE _____

DATE _____

CONTRACTOR SIGNATURE _____

DATE _____

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Manager
Date: March 25, 2014
For Council Meeting: April 1, 2014

Subject: Resolution No. 14-
Updating the Assessment Engineer's Reports
Previously Formed Street & Drainage and
Landscape and Lighting Maintenance Districts

Prior Council Review: There has been no prior review of this specific item. The Town Council previously approved the formation of Landscape & Lighting and Street & Drainage Maintenance Districts. Annual levies must be updated and approved by the Town Council pursuant to State law.


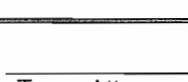
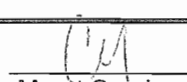
Recommendation: That the Town Council approves the Resolution directing the preparation of an assessment engineer's report describing any new improvements or any substantial changes in the existing improvements in the existing assessment districts.

Executive Summary: The Town Council previously formed Landscape & Lighting and Street & Drainage Maintenance Districts as a condition of approval for private development projects. The assessment engineer's report that establishes the amount of annual assessment in each of the districts must be updated annually and approved by the Town Council, following a public hearing, in order to levy the annual assessment(s).

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: Development projects are approved subject to Conditions of Approval that require the formation of maintenance districts to recover the costs of annual maintenance of public improvements constructed as a result of the development project. The assessment of an annual fee upon properties within the District provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

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

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

The California Streets and Highways Code §22620 et. seq. with respect to Landscape and Lighting Districts and Government Code §53750 et. seq. with respect to Street and Drainage Maintenance Districts require that the assessment engineer's report for each of the districts be updated and approved by the legislative body prior to the levy of any annual assessment on properties within the an assessment district.

The tentative schedule for the annual update of the assessment districts which is prepared based on information provided by the San Bernardino County Auditor-Controller-Recorders office is as follows:

April 1, 2014: Town Council direction of preparation of an assessment engineer's report describing any new improvements or any substantial changes in the existing improvements in the existing assessment districts,

May 6, 2014: Town Council 1) preliminarily approving the engineering reports for the existing assessment districts and directing the filing of such reports with the Town Clerk, and 2) setting the date for the public hearing at 6:00 PM on Tuesday, June 17, 2014, at 6:00 P.M. in the Yucca Valley Community Center, 57090 29 Palms Highway, Yucca Valley, CA 92284 pursuant to California Streets and Highways Code Sections 22552 and 22553 and Government Code Section 53753.5 to consider the levy of annual assessments upon real property

June 17, 2014: Town Council public hearing and approval of the levy of assessments upon real property within each of the Districts for fiscal year 2014-2015.

June 30, 2014: Deadline for submission of preliminary notice of assessments to San Bernardino County.

August 8, 2014: Deadline for submission of final notice of assessments to San Bernardino County.

September 1, 2014: Last day for submission of corrections to San Bernardino County.

The Town has formed nine (9) such assessment districts which are described as follows:

TM 16957:

Location: 800 feet south of Joshua Drive on the east side of Acoma Trail

No. of Lots: 34 residential lots

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District

TM 16587:

Location: Northeast corner of Acoma Trail and Zuni Trail

No. of Lots: 55 Residential lots

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District

TM 17328:

Location: Southwest corner of Emerson Avenue and Yucca Trail.

No. of Lots: 17 residential lots.

Map Recorded: Yes

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District.
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District.

TM 17455:

Location: East of the Avalon Avenue on the south side of SR62

No. of Lots: Four (4) commercial parcels.

Map Recorded: Yes

District Type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District

TM 17633:

Location: Southwest corner of Palomar Avenue and Onaga Trail

No. of Lots: 61 total residential lots; Phase 1

Map Recorded: No

District Initiated and Levy Assessed: District initiated and levy approved by Town Council. Final map and supporting documents not yet submitted for approval and recording.

District type:

1. Benefit Assessment Act of 1982; Street and Drainage Maintenance District
2. Landscape and Lighting Act of 1972; Landscape and Lighting Maintenance District

The Community Facilities Districts formed for similar purposes will be brought before the Town Council under separate action.

Alternatives: No alternatives are recommended.

Fiscal impact: The assessment on properties within the assessment districts provides revenue to offset the cost of maintenance of public improvement to serve the development project. The engineering reports set forth the "Maximum Allowable Assessment" for each parcel.

Attachments: Resolution

RESOLUTION NO 14-

A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CAUSING AN ENGINEER'S REPORT TO BE PREPARED FOR ASSESSMENTS TO BE LEVIED WITHIN EXISTING ASSESSMENT DISTRICTS DURING THE 2014-2015 TAX YEAR

WHEREAS, the Town Council direct staff to prepare a preliminary engineer's report in the formation of the following assessment districts pursuant to Streets and Highways Code Section 22565 et.seq., and Government Code Section 54716 and Section 4(b) of Article 13D of the Constitution of the State of California:

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1 both districts comprised of Tract Map 16957;

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2 both districts comprised of Tract Map 16587;

Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3 both districts comprised of Tract Map 17328;

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4 both districts comprised of Tract Map 17633-Phase I;

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5 comprised of Parcel Map 17455; and

WHEREAS, the improvements in the aforementioned Landscape and Lighting Maintenance Districts include regular maintenance, repair and replacement of all facilities within the public rights-of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale; operation, maintenance, repairs, replacement of and power for the street lighting; Regular maintenance, repair and replacement of the landscape parkway strip and street trees; regular maintenance, repair and replacement of landscaping within public rights-of-ways or easements, and perimeter walls, including graffiti removal; regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements; and administrative services to operate the District; and

WHEREAS, the improvements, maintenance and operation of streets, roads and highways in the aforementioned Street and Maintenance Districts Maintenance shall include but not be limited to pavement rehabilitation, restriping, slurry sealing, signing, street sweeping, traffic control devices and other repairs needed to keep the streets in a safe

condition and to preserve the street network; and

WHEREAS, maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities; and administrative services to operate the district; and

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA DOES RESOLVE AS FOLLOWS:

The Town Council of the Town of Yucca Valley directs the Town Project Engineer to cause an engineer's report to be prepared and filed with the Town Clerk for submission to the Town Council for the following assessment districts for the fiscal year commencing July 1, 2014 and ending June 30, 2015:

Street and Drainage Maintenance District No. 1 and Landscape and Lighting Maintenance District No. 1 both districts comprised of Tract Map 16957;

Street and Drainage Maintenance District No. 1, Annexation No. 1, Zone 2 and Landscape and Lighting Maintenance District No. 1 Annexation No. 1, Zone 2 both districts comprised of Tract Map 16587;

Street and Drainage Maintenance District No. 1, Annexation No. 2, Zone 3 and Landscape and Lighting Maintenance District No. 1, Annexation No. 2, Zone 3 both districts comprised of Tract Map 17328;

Street and Drainage Maintenance District No. 1, Annexation 3, Zone 4 and Landscape and Lighting Maintenance District No. 1, Annexation No. 3, Zone 4 both districts comprised of Tract Map 17633-Phase I;

Street and Drainage Maintenance District No. 1, Annexation No. 4, Zone 5 comprised of Parcel Map 17455.

APPROVED AND ADOPTED this 1st day of April, 2014.

MAYOR

ATTEST:

TOWN CLERK



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Administrative Services Director
Date: March 24 , 2014
Council Meeting: April 1, 2014
Subject: Warrant Register April 1, 2014

Recommendation:

Ratify the Payroll Register total of \$126,315.94 dated March 14, 2014.
Warrant Register total of \$336,373.69 for checks dated March 20, 2014.

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)

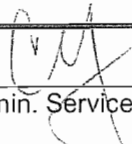
Attachments:

Payroll Register No. 36 dated March 14, 2014 total of \$126,315.94
Warrant Register No. 41 dated March 20, 2014 total of \$336,373.69

Reviewed By:


Town Manager

Town Attorney


Admin. Services


Finance

____ Department Report

____ Ordinance Action

____ Resolution Action

____ Public Hearing

Consent

Minute Action

____ Receive and File

____ Study Item

WARRANT REGISTER # 41
CHECK DATE - MARCH 20, 2014


FUND DISTRIBUTION BREAKDOWN

Checks # 44409 to # 44481 are valid

GENERAL FUND # 001	\$58,947.67
CENTRAL SUPPLIES FUND # 100	\$3,077.46
COPS-LLESA FUND # 511	\$64.99
AB2928-TCRP FUND # 513	\$230,268.53
GAS TAX FUND # 515	\$32,327.77
MEASURE I 2010-2040 FUND # 520	\$7,308.00
MEASURE I 2010-2040 FUND # 524	\$3,867.12
SAFE ROUTES TO SCHOOLS FUND # 529	\$512.15
 GRAND TOTAL	 <u><u>\$336,373.69</u></u>

Prepared by Shirlene Doten, Accounting Technician II 

Reviewed by Sharon Cisneros, Senior Accountant 

Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

March 20, 2014

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	44410	Action Pumping, Inc.	Brehm 1 Park Service	\$ 305.00
	44411	Alsco/American Linen, Inc.	Facilities Operating Supplies	240.43
	44412	Janet Anderson	04/14 Medical Insurance	844.62
	44413	Arrowhead Mountain Water	Office Supplies	63.46
	44415	Jeff Brady	Sports Referee	32.00
	44416	Brian's Lockshop	Keying Service	210.67
	44417	Builders Supply-Yucca Valley	Parks Maintenance	61.36
	44418	Burrtec Environmental	Brehm Park 1 Service	210.89
	44419	C & S Electric	Park Lighting	576.20
	44420	Vanessa Cantu	Museum Professional Services	700.00
	44421	Dennis Cavins	Sports Referee	24.00
	44422	Dennis Cavins, Jr.	Sports Referee	30.00
	44423	Charles Abbott & Assoc, Inc.	Permit Fee Service	21,666.82
	44424	City of Twentynine Palms	Facility Rental	1,400.00
	44429	Data Ticket	Citation Processing Service	350.00
	44430	Dept of Justice	Livescan Services	30.00
	44431	Alec Earnest	Sports Referee	30.00
	44432	Farmer Bros. Co.	Office Supplies	317.57
	44433	FedEx	Delivery Service	20.30
	44435	Fulton Distributing Co.	Facilities Maintenance	286.70
	44437	Golden State Sports Photography	Sports Program Expense	312.89
	44438	Hajoca Corporation	Facilities Plumbing Supplies	326.79
	44439	Totalfunds by Hasler	Postage	400.00
	44440	Hi-Desert Glass	Facilities Maintenance	375.48
	44441	Hi-Desert Water	Water Service	371.27
	44442	Hi-Desert Publishing	Museum Advertising	215.00
	44443	Hill's Towing	Shelter Shed Move	120.00
	44444	Michael Holz	Safety Equipment	150.00
	44445	JLT Transportation	Parks Maintenance	563.75
	44446	Legacy Office Products	Office Supplies	43.30
	44447	Bill McClay	Sports Referee	60.00
	44448	Karver Murphy	Sports Referee	45.00
	44449	Oasis Office Supply, Inc.	Office Supplies	392.95
	44450	OnTrac	Delivery Service	5.35
	44451	Pacific Telemanagement Svs.	Public Phone Service	82.64
	44452	Public Agency Retirement Svs.	01/04 Trust Administrator	300.00
	44453	Phone Solutions	Phone System Service	95.00
	44454	Pro Security	Annual Security Monitoring Svs.	65.00
	44455	Celeste Reyes	Sports Referee	39.00
	44456	SBCO - Information Services	02/14 Radio Access	2,058.11
	44457	SCE	Electric Service	3,148.15

Town of Yucca Valley

Warrant Register

March 20, 2014

Fund	Check #	Vendor	Description	Amount
	44458	SCMAF	2014 Membership Renewal	70.00
	44459	Signs by Wanda	Museum Advertising	491.40
	44460	Simplot Partners, Inc.	Parks Maintenance Supplies	6,401.70
	44461	Small Museum Association	Membership Dues	20.00
	44462	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	13.00
	44463	Bradley Soares	Sports Referee	30.00
	44464	Soroptomists Intl of Y.V.	Community Relations	100.00
	44465	Southwest Networks, Inc.	Computer Maintenance Svs.	1,750.00
	44466	Rose Stewart	Safety Equipment	129.59
	44467	Stone Company.com, Inc.	Temporary Museum Exhibit	1,000.00
	44468	The Sun Runner	Museum Advertising	100.00
	44469	Tease Shirts	Uniforms	462.24
	44470	Time Warner Cable	Internet & Cable Service	464.62
	44472	Trophy Express	Engraving Service	90.76
	44473	Vagabond Welding Supply	Senior Center Safety Rails	230.00
	44474	Verizon Business	Shelter Internet Service	386.42
	44475	Victor Medical Company	Animal Shelter Maintenance	3,286.95
	44476	Valley Independent	Brochure Printing	595.08
	44477	US Bank Voyager Fleet Systems	Vehicle Fuel	129.50
	44478	Walmart Community	Program Supplies	541.39
	44480	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	(21.25)
	44481	Zee Medical, Inc.	Safety Supplies	161.13
	EFT	First Bankcard	Meetings & Supplies	5,945.44
Total 001	GENERAL FUND			\$ 58,947.67
100 INTERNAL SERVICE FUND				
	44436	GE Capital Corporation	Town Hall Copier Lease	\$ 2,916.00
	44446	Legacy Office Products	Copy Paper	161.46
Total 100	INTERNAL SERVICE FUND			\$ 3,077.46
511 COPS-LLESA FUND				
	44470	Time Warner Cable	Sheriff's Office Cable Svs.	\$ 64.99
Total 511	COPS-LLESA FUND			\$ 64.99
513 AB2928-TCRP FUND				
	44427	C.S. Legacy Construction, Inc.	TCRP Project	\$ 230,268.53
Total 513	AB2928-TCRP FUND			\$ 230,268.53

Town of Yucca Valley

Warrant Register

March 20, 2014

Fund	Check #	Vendor	Description	Amount
515 GAS TAX FUND				
	44409	Ace Alternators	Streets Equipment Maintenance	\$ 47.78
	44411	AlSCO/American Linen, Inc.	Streets Uniform Service	67.07
	44414	Bobcat of Cerritos	Vehicle Maintenance	168.01
	44416	Brian's Lockshop	Keying Service	75.00
	44425	Clark Construc/Hal Scott Clark	03/14 Storm Clean Up	26,455.00
	44426	Crafco, Inc.	Asphalt Supplies	2,773.44
	44434	Flint Trading, Inc.	Streets Supplies	977.44
	44441	Hi-Desert Water	Water Service	60.00
	44457	SCE	Electric Service	604.57
	44471	Tops n Barricades, Inc.	Street Signage Supplies	774.90
	44480	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	324.56
Total 515	GAS TAX FUND			\$ 32,327.77
520 MEASURE I-2010 -2040 REGIONAL FUND				
	44479	Albert A. Webb Assoc.	Dumosa Signal Project	\$ 7,308.00
Total 520	MEASURE I-2010 -2040 REGIONAL FUND			\$ 7,308.00
524 MEASURE I - 2010-2040 FUND				
	44457	SCE	Electric Service	\$ 3,867.12
Total 524	MEASURE I - 2010-2040 FUND			\$ 3,867.12
529 SAFE ROUTES TO SCHOOLS FUND				
	44446	Legacy Office Products	Office Supplies	\$ 512.15
Total 529	SAFE ROUTES TO SCHOOLS FUND			\$ 512.15
***	Report Total			<u>\$ 336,373.69</u>

TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 36
CHECK DATE - March 14, 2014

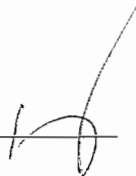
Fund Distribution Breakdown

Fund Distribution

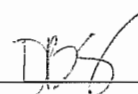
General Fund	\$114,319.46
Gas Tax Fund	11,996.48
Successor Agency	0.00 **
	<hr/>
Grand Total Payroll	\$126,315.94
	<hr/> <hr/>

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

Prepared by P/R & Financial Specialist:

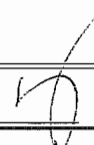


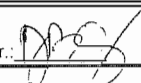
Reviewed by H/R & Risk Mgr.:



Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
 Pay Period 36 - Paid 03/14/2014
 (February 22, 2014 - March 07, 2014)
 Checks: 4842 - 4849

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$4,282.02		\$4,282.02
Direct Deposit	61,831.20	-	61,831.20
Sub-total	66,113.22		66,113.22
<u>Employee Tax Withholding</u>			
Federal	10,922.70		10,922.70
Medicare	1,234.82	1,234.84	2,469.66
SDI - EE	-	-	-
State	3,373.63		3,373.63
Sub-total	15,531.15	1,234.84	16,765.99
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	2,438.86	947.00	3,385.86
PERS Survivor Benefit	36.00		36.00
Health Café Plan	1,343.70	10,972.06	12,315.76
American Fidelity Pre-Tax	29.95		29.95
American Fidelity After-Tax	85.25		85.25
American Fidelity-FSA	564.52		564.52
PERS EE - Contribution 6.25 %	253.91		253.91
PERS EE - Contribution 7%	912.47		912.47
PERS EE - Contribution 8%	4,734.05		4,734.05
PERS Retirement - Employer 6.25 %	-	253.91	253.91
PERS Retirement - Employer 7.846 %	-	1,049.21	1,049.21
PERS Retirement - Employer 18.586 %	-	11,545.03	11,545.03
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		933.69	933.69
Other Post Employee Benefit's		2,357.23	2,357.23
Unemployment Insurance		1,512.60	1,512.60
Workers' Compensation		3,457.29	3,457.29
Sub-total	10,408.71	33,028.02	43,436.73
Gross Payroll	\$92,053.08	\$34,262.86	\$126,315.94

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: March 20, 2014
For Council Meeting: April 1, 2014

Subject: Town-Wide Slurry Seal Project – Town Project No.8340
Approval of Plans and Specifications
Authorization to Advertise for Construction

Prior Council Review: The Town Council approved the Measure I 5 Year Plan on October 15, 2013.

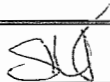
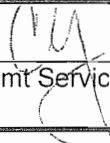
Recommendation: That the Town Council adopts the Resolution, approves the plans and specifications for Project No. 8340, and authorizes the Town Clerk to advertise and receive bids.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The bidding period for this project concludes on May 22, 2014. Bid recommendations will be made to the Town Council in June 2014, with the project construction commencing in July 2014.

Order of Procedure:

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

Discussion: The Town Wide Slurry Seal Project is an annual maintenance effort that is a part of the Town’s overall pavement maintenance program. The annual maintenance effort is implemented to extend the lifetime of the roadway pavement throughout the Town prior to roads deteriorating to the degree where road reconstruction is necessary. The annual slurry seal project generally consists of applying a Type II Slurry Seal to the roadway, as well as replacement of obliterated traffic striping and damaged Raised Pavement Markers (RPM's).

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

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

The candidate streets for this year are presented in Attachment A. Engineering staff has selected locations for slurry seals and cape seals for the annual maintenance effort in conjunction with the annual review of the Pavement Management Program, field inspections, and the adopted Measure I 5 Year Plan. Any necessary update to the Measure I 5 Year Plan will be presented simultaneously with the FY 2014/2015 Capital Projects Budget.

This year slurry seal project will slurry/cape seal Joshua Lane from Joshua Drive to San Marino Drive and Joshua Drive from Church Street to Joshua Lane. Last time these streets were maintained was in 2006.

While some of the slurry seal projects are located within Phase I of the wastewater collection system, the maintenance program is necessary keeping the selected roadways from further deterioration. No reconstruction projects are included in this program.

Project Plans & Specifications are on file in the Town Clerk's Office for review.

Alternatives: Staff recommends no alternative actions. The timing of this project is structured for construction to commence at the conclusion of the 2013/2014 school year and to be completed prior to the start of the 2014/2015 school year.

Fiscal impact: The 2014/2015 Town-wide slurry program is designed around a \$400,000 budget. At the Town Council meeting of March 18, 2014, the Town Council directed \$150,000 in General Fund Revenues to the Capital Projects Reserve for infrastructure maintenance. These funds will be included in the annual slurry program. Annual revenues for Fund 524 are estimated at \$612,400.

Attachments: Notice Inviting Bids
Resolution No.
Attachment A, Street Listing
Location Map

NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 o'clock P.M. on the **22nd day of May, 2014**, sealed bids or proposals for the Construction of:

Project No. 8340, 2014/15 Town Wide Slurry Seal.

in said Town. Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of

Project No. 8340, 2014/15 Town Wide Slurry Seal.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid, or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bids. The additional

information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

YOU MUST SUBMIT with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a Class "A" contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of **\$25.00** which sum is nonrefundable. Upon written request, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with a nonrefundable payment of **\$15.00** to cover mailing charges and overhead.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By order of the Town Council this 1st day of April 2014.

By: _____
Town Clerk
Town of Yucca Valley

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 2014/15 TOWN WIDE SLURRY SEAL IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

WHEREAS, it is the intention of the Town of Yucca Valley to construct certain improvements in the Town; and

WHEREAS, the Town has prepared plans and specifications for the construction of certain improvements.

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

SECTION 1: The plans and specifications presented to the Town Council are hereby approved as the plans and specifications for: **2014/15 TOWN WIDE SLURRY SEAL, PROJECT NO. 8340**

SECTION 2: The Town Clerk is hereby authorized and directed to advertise as required by law for the receipt of sealed bids or proposals for doing of the work specified in the aforesaid plans and specifications, which said advertisement shall be in form and content as approved by the Town Attorney and a copy of this Resolution shall be contained in each specification package for the work.

"NOTICE INVITING SEALED BIDS OR PROPOSALS"

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, **NOTICE IS HEREBY GIVEN** that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 P.M. **on the MAY 22, 2014** sealed bids or proposals for the construction of:

2014/15 TOWN WIDE SLURRY SEAL, PROJECT NO. 8340

Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of:

2014/15 TOWN WIDE SLURRY SEAL, PROJECT NO. 8340

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are

available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

§ 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set

forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the Town, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.8.

The bidder must submit with his proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town for an amount equal to at least ten percent (10%) of the amount of said bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and in event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town.

If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The amount of the bond to be given to secure a faithful performance of the contract for said work shall be one hundred percent (100%) of the contract price thereof, and an additional bond in an amount equal to one hundred (100%) of the contract price for said work (except as otherwise modified in the General Provisions section of the contract documents) shall be given to secure the payment of claims for any materials or supplies furnished for the performance of the work contracted to be done by the Contractor, or any work or labor of any kind done thereon, and the Contractor will also be required to furnish a certificate that he carries compensation insurance covering his employees upon work to be done under contract which may be entered into between him and the said Town for the construction of said work.

No proposal will be considered from a Contractor who is not properly licensed as required by the Notice Inviting Bids at time of bid in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, § 7000, *et seq.*) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the Town.

The work is to be done in accordance with the profiles, plans, and specifications of the Town of Yucca Valley on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of \$25.00, said \$25.00 is nonrefundable.

Upon written request by the bidder, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with an additional non-reimbursable payment of \$15.00 to cover the cost of mailing charges and overhead.

The successful bidder will be required to enter into a contract satisfactory to the Town.

In accordance with the requirements of the General Provisions, as set forth in the Plans and Specifications regarding the work contracted to be done by the Contractor, the Contractor may, upon the Contractor's request and at the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The Town of Yucca Valley reserves the right to reject any and all bids.

ADOPTED AND APPROVED this 1st day of April, 2014.

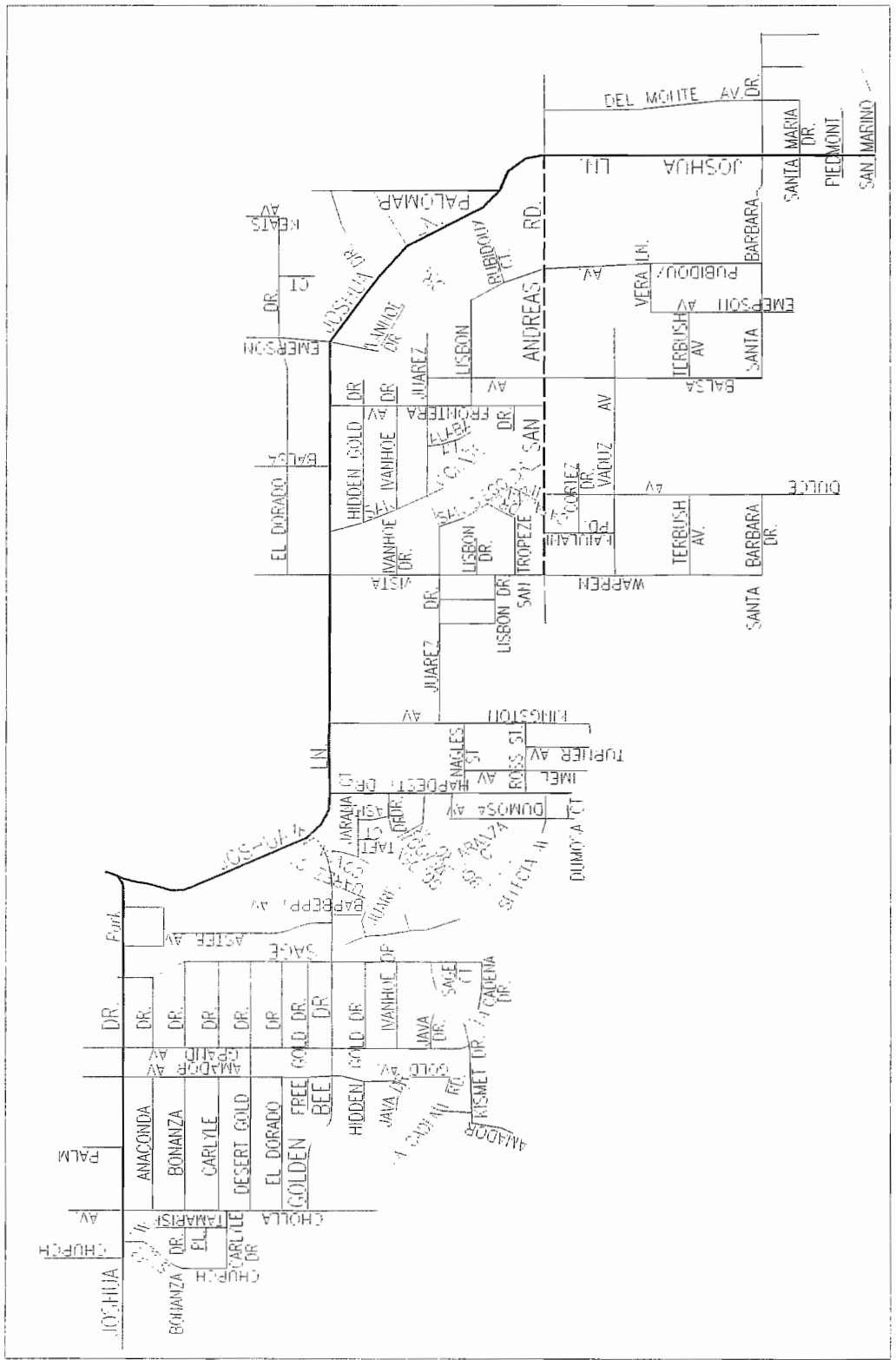
MAYOR

ATTEST:

TOWN CLERK

14/15 CAPE PROJECT

STREET	SGMT	FROM	TO	SQUARE FEET
Joshua Lane	A	San Marino	Piedmont	11,440.00
Joshua Lane	B	Piedmont	Santa Maria	11,492.00
Joshua Lane	C	Santa Maria	Santa Barbara	11,544.00
Joshua Lane	D	Santa Barbara	Vera	35,880.00
Joshua Lane	E	Vera	San Andreas	32,214.00
Joshua Lane	F	San Andreas	Palomar	46,540.00
Joshua Lane	G	Palomar	Lisbon	43,307.00
Joshua Lane	H	Lisbon	Juarez	19,065.00
Joshua Lane	I	Juarez	Emerson	32,953.00
Joshua Lane	J	Emerson	Frontera	26,550.00
Joshua Lane	K	Frontera	Balsa	20,176.00
Joshua Lane	L	Balsa	San Vicente	23,400.00
Joshua Lane	M	San Vicente	Warren Vista	17,980.00
Joshua Lane	N	Warren Vista	1322'	40,982.00
Joshua Lane	O	1322'	Hardesty	59,535.00
Joshua Lane	P	Hardesty	Golden Bee	38,640.00
Joshua Lane	Q	Golden Bee	1428'	45,696.00
Joshua Lane	R	1428'	Joshua Drive	44,299.00
				561,693.00
Joshua Drive	B	Church	Church	9,108.00
Joshua Drive	C	Church	Cholla	12,474.00
Joshua Drive	D	Cholla	Palm	40,664.00
Joshua Drive	E	Palm	Amador	25,956.00
Joshua Drive	F	Amador	Grand	10,108.00
Joshua Drive	G	Grand	Sage	25,592.00
Joshua Drive	H	Sage	Aster	22,374.00
Joshua Drive	I	Aster	Barberry	14,718.00
Joshua Drive	J	Barberry	Joshua Lane	11,418.00
				172,412.00



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: October 11, 2013
For Council Meeting: October 15, 2013
Subject: Resolution No. 13- Measure I Plan
Measure I Five-Year Plan 2013/2014 to 2017/2018
Measure I Expenditure Strategy

Prior Council Review: There has been no prior Town Council review of the recommended action.

Recommendation: That the Town Council adopts the Resolution for the annual Measure I, Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Years 2013/2014 to 2017/2018 under Measure I 2010-2040.

Executive Summary: The Town is required to adopt a Measure I Plan annually to identify projects, the estimated Measure I expenditures on those projects, and a brief project description to be undertaken in each year.

This is an administrative requirement of both the original and subsequent voter approved Measures.

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: Jurisdictions receiving program revenues from the Local Streets Program must annually adopt by action of the Council a Five-Year Plan, which outlines the specific projects upon which those funds shall be expended.

Measure I 2010-2040 has a modified formula of funding for the program, compared to Measure I 1990-2010.

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

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

Under the new measure, seventy percent of revenue collected shall be apportioned for local street projects (with 2% reserved in a special account to be expended on Project Development and Traffic Management Systems), 25% for new Measure I Major Local Highways Program (MLH), and 5% for Senior and Disabled Transit Service. For this reason, a decrease in revenue going to the Local Street Program, starting in FY 2010/2011 reflects the new funding distribution approved by the voters in Measure I 2010-2040.

The regional funds, defined as 25% of total revenues, are held and allocated by SANBAG, and may only be expended (in the case of the Morongo Basin) on the state highways and major transportation links that aid regional mobility. SANBAG holds final authority over the approval of individual projects that these funds may be expended on.

There are extensive roadway improvement needs throughout the community which far exceed the available funds for construction or reconstruction of roadways. There are approximately 168 centerline miles of roadways within the Town's Maintained Roadway System. Most of the roadways are not improved to their ultimate widths. Additionally, many of the roadways are extremely aged and distressed as a result of having not been adequately maintained over their life span by the County. Current estimates indicate that in excess of an approximately \$15 million investment in reconstruction and rehabilitation would be necessary in order to bring all existing roadways within the maintained system up to acceptable standards. With approximately \$630,000 in Measure I roadway improvement revenues for FY 2013/2104, the Town does not have the financial ability to address all the roadway improvement needs of the existing Roadway System. Nor does the Town have sufficient existing revenue sources to add new roadways into the Maintained System.

Since incorporation, the Town has placed a high priority on completion and rehabilitation of the backbone major arterial system and on traffic safety improvements. Prioritization of local roadway funds has been directed toward high traffic volume roadways and those roadways providing access to community areas with higher population density.

The Town utilizes a Pavement Management System (PMS) as a guide in determining cost effective maintenance treatments, budget planning and project identification. The rationale behind the PMS is to get all pavement segments to the condition where preventative maintenance is the primary strategy being applied on a 5 to 7 year interval basis. In simple terms, it costs 1/5 to 1/10 the cost to effectively maintain a roadway segment compared to complete reconstruction costs after the pavement is 80% deteriorated and allowed to lapse into the poor and failed condition, then followed by the rehabilitation cycle.

Alternatives: Staff recommends no alternative actions. Plan consistency with expenditures is required for Measure I compliance review.

Fiscal impact: Adoption of the Measure I Resolution will have no financial impacts and will allow the Town to access the Measure I funds. According to SANBAG, the available Measure I funds for FY 2013/14 and the projected funds for the next four fiscal years are as follows:

<u>FY 2013/14</u>	<u>FY 2014/15</u>	<u>FY 2015/16</u>	<u>FY 2016/17</u>	<u>FY 2017/18</u>
\$628,806	\$643,269	\$658,064	\$673,199	\$688,652

Attachments: Resolution No. 13-
Expenditure Strategy
Measure I 2012/13 through 2016/2017 Transportation Project List

RESOLUTION NO 13-

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE I
CAPITAL IMPROVEMENT PROGRAM
FOR FISCAL YEARS 2013/2014 TO 2017/2018.**

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, Revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority; and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction; and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan; and

WHEREAS, the Five-year Transportation Project List, attached hereto as "Attachment A", and this reference made a part hereof, has been prepared for the Town of Yucca Valley; and

WHEREAS, the Town's Measure I Expenditure Strategy is attached hereto as "Attachment B".

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY
DOES RESOLVE AS FOLLOWS.**

Section 1. That the Five-Year Transportation Project List is hereby adopted, for fiscal years 2013/2014 to 2017/2018.

Section 2. That the Town Council adopts the Measure I Expenditure Strategy for Fiscal Year 2013/2014.

Section 3. That the Town Clerk of the Town of Yucca Valley is hereby directed to forward a copy of this Resolution to the San Bernardino Associated Governments.

PASSED, APPROVED AND ADOPTED THIS 15th day of October, 2013.

MAYOR

ATTEST:

TOWN CLERK

TOWN OF YUCCA VALLEY
MEASURE I FIVE YEAR PLAN 2013/14 TO 2017/18

YEAR	STREET & LIMITS	IMPROVEMENT	COST EST.
2013/2014	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000
	Annual Traffic Census	Traffic Count Analysis	6,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000
	Congestion Management Plan (CMP)	Planning & Analysis	3,500
	Utilities-Street Lights	Street Lights	50,000
		TOTAL PROGRAMS	79,500
	Carmelita Cir: Santa Barbara Dr/Carmelita Cir	Slurry	37,783
	Carmelita Wy: Cul-de-sac/Carmelita Circle	Slurry	5,425
	Carmelita Ct: Cul-de-sac/Carmelita Circle	Slurry	4,522
	Carmelita Pl: Cul-de-sac/Carmelita Circle	Slurry	4,848
	Palomar Ave: Yucca Tr/Juarez Dr	Cape	158,839
	Palomar Ave: Juarez Dr/Joshua Ln.	Slurry	20,416
	Paxton Rd: SR247/Avalon	Slurry	41,649
	Paxton Ct: Paxton/End	Slurry	1,499
	Sunnyslope Dr: PiTown/SR247	Slurry	49,987
	Sunnyslope Dr: Airway/Hilton	Slurry	16,551
	Sunnyslope Dr: Hanford/Avalon	Slurry	11,541
	Sunnyslope Dr: W End/LaContenta	Cape	11,848
		TOTAL SLURRY/CAPE PROJECT	364,908
	Natoma: Del Monte/East End	Overlay	30,000
	Free Gold: Amador/West End	Overlay	30,000
	Desert Gold: Amador/Grand	Overlay	40,000
	Apache: SR62/Sante Fe	Overlay	13,800
	Yuma: Cibola/Church	Overlay	30,000
	Pueblo: Condalia/Valley Vista	Overlay	45,000
	Deer: SR62/Pueblo	Overlay	50,000
	Lucerne Vista: Onaga/Pueblo	Overlay	50,000
		TOTAL OVERLAY PROJECT	288,800
	Signal Maintenance Contract	Maintenance	50,000
	SR62: LaHonda/Dumosa (SLPP Match)	Construction	170,000
		TOTAL OTHER PROJECTS	220,000
	TOTAL MEASURE I UNRESTRICTED PROJECTS		953,208
2013/2014	522-MEASURE I MAJOR ARTERIAL PROJECTS (1990-2010 Measure I)		
	SR62: LaHonda/Dumosa	Construction	517,600
	SR62: Apache/Palm (SLPP Match)	Construction	613,120
	TOTAL MEASURE I ARTERIALS (1990-2010 MEASURE I)		1,130,720

**TOWN OF YUCCA VALLEY
MEASURE I FIVE YEAR PLAN 2013/14 TO 2017/18**

YEAR	STREET & LIMITS	IMPROVEMENT	COST EST.
2014/2015	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000
	Annual Traffic Census	Traffic Count Analysis	6,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000
	Congestion Management Plan (CMP)	Planning & Analysis	3,500
	Utilities	Street Lights	50,000
		TOTAL PROGRAMS	79,500
	Joshua Lane: Joshua Drive - San Marino Dr	Cape	367,907
	Joshua Drive: Church St. - Joshua Lane	Cape	112,724
		TOTAL SLURRY/CAPE PROJECT	480,631
		TOTAL	560,131

**TOWN OF YUCCA VALLEY
MEASURE I FIVE YEAR PLAN 2013/14 TO 2017/18**

YEAR	STREET & LIMITS	IMPROVEMENT	COST EST.
2015/2016	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000
	Annual Traffic Census	Traffic Count Analysis	6,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000
	Congestion Management Plan (CMP)	Planning & Analysis	3,500
	Utilities	Street Lights	50,000
		TOTAL PROGRAMS	79,500
	Airway Ave: Paxton/Red Bluff	Slurry	11,584
	Airway Ct: Arway Ave/End	Slurry	1,033
	Avila Rd: Castro/Farello	Slurry	1,780
	Avila Rd: Farello/Cul-de-sac	Cape	12,738
	Bandera Rd: San Juan/End	Slurry	12,018
	Buena Suerte Ct: Buena Suerta Rd/End	Cape	4,250
	Buena Suerte Ln: Buena Suerte Rd/End	Cape	5,282
	Buena Suerte Rd: SR247E/Bandera	Slurry	11,513
	Buena Suerte Rd: SR247W/End	Cape	62,755
	Castro Rd: Avila/Cul-de-sac	Slurry	4,307
	Del Rio Way: Buena Suerte/End	Slurry	\$1,277
	El Cortez Rd: Buena Suerte/SR247	Slurry	1,666
	Farello Ct: Farello Rd/End	Cape	7,357
	Farello Rd: Plaza Del Amigo/SR247	Cape	63,096
	247OH: Buena Suerte/End	Cape	6,221
	Imperial Rd: Paxton/Palo Alto	Slurry	7,452
	Juarez Ct: Farello/Cul-de-sa	Cape	5,450
	Mandarin Rd: Bandera/End	Slurry	5,439
	Montecello Ct: Montecello Rd/End	Cape	2,918
	Montecello Ln: Montecello Rd/End	Cape	5,486
	Montecello Rd: Panchita/Cul-de-sac	Cape	23,520
	Murrietta Ave: Paxton/Cul-de-sac	Slurry	8,430
	Palo Alto Ave: Paxton/Cul-de-sac	Slurry	8,010
	Panchita Rd: Farello/Montecello	Cape	50,194
	Plaza Del Amigo Rd: Buena Suerta/End	Slurry	7,655
	Red Bluff Ave: Paxton/Buena Suerte	Slurry	10,369
	Rome Ct: Paxton/Cul-de-sac	Slurry	2,136
	San Juan Rd: SR247/End	Slurry	4,354
	San Rafael Ct: San Rafeal Rd/End	Cape	5,296
	San Rafael Rd: Plaza Del Amigo/End	Cape	18,018
		TOTAL SLURRY/CAPE PROJECT	371,604
		TOTAL	451,104

TOWN OF YUCCA VALLEY
MEASURE I FIVE YEAR PLAN 2013/14 TO 2017/18

YEAR	STREET & LIMITS	IMPROVEMENT	COST EST.
2016/2017	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000
	Annual Traffic Census	Traffic Count Analysis	6,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000
	Congestion Management Plan (CMP)	Planning & Analysis	3,500
	Utilities	Street Lights	50,000
		TOTAL PROGRAMS	79,500
	Anaconda Dr: Grand/Sage	Slurry	4,740
	Bonanza Dr: Grand/Sage	Slurry	6,851
	Carlyle Dr: Grand/Sage	Slurry	5,116
	Desert Gold Dr: Grand/Sage	Slurry	5,865
	El Dorado Dr: Grand/Sage	Slurry	5,865
	Free Gold Dr: Grand/Sage	Slurry	5,870
	Grand Ave: Kismet/Joshua Dr.	Slurry	27,036
	Hidden Gold: Grand/Sage	Slurry	7,875
	Ivanhoe Dr: Grand/Sage	Slurry	7,193
	Java Dr: Grand/Kismet	Slurry	4,477
	Kismet Dr: Grand/Sage	Slurry	7,952
	La Cadena Dr: Amador/Gold	Slurry	3,442
	La Cadena Dr: Kismet/Sage	Slurry	3,706
	Sage Ave: S.End/Joshua Dr.	Slurry	26,608
	Sage Ct: Sage Ave/End	Slurry	1,326
		TOTAL SLURRY/CAPE PROJECT	122,596
		TOTAL	202,096

**TOWN OF YUCCA VALLEY
MEASURE I FIVE YEAR PLAN 2013/14 TO 2017/18**

YEAR	STREET & LIMITS	IMPROVEMENT	COST EST.
2017/2018	524 -UNRESTRICTED LOCAL STREET PROJECTS (68%)		
	SANBAG - STP		5,000
	Traffic Surveys & Warrant Studies	Speed Surveys & Traffic Studies	10,000
	Annual Traffic Census	Traffic Count Analysis	6,000
	SHOPP - Minor A/Caltrans	Project Application through Caltrans	5,000
	Congestion Management Plan (CMP)	Planning & Analysis	3,500
	Utilities	Street Lights	50,000
		TOTAL PROGRAMS	79,500
	Aberdeen Dr: OWS/Sage	Cape	68,959
	Skyline Ranch Rd: Malin Way/OWS	Slurry	30,515
	Yucca Trail: Sage/La Contenta	Cape	328,678
		TOTAL SLURRY/CAPE PROJECT	428,152
		TOTAL	507,652

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lesley Copeland, Town Clerk
Date: March 27, 2014
For Council Meeting: April 1, 2014
Subject: Council Manual of Procedural Guidelines

Prior Council Review: The Town Council previously reviewed the Draft Manual of Procedural Guidelines and gave direction to staff to make recommended changes at the meeting of February 18, 2014.

Recommendation: That the Town Council:

- Receives and reviews the Draft Manual of Procedural Guidelines including amendments requested by the Town Council at the February 18, 2014 meeting.
- Adopts Resolution No. 14- adopting the Manual of Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings and repealing prior resolutions to the extent such resolutions conflict with the Manual.
- Introduces Ordinance No. 14- removing Town Code provisions in conflict with the Manual of Procedural Guidelines and accurately referencing provisions between Town Code and the Manual of Procedural Guidelines.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY AMENDING SECTIONS OF CHAPTER 2.05 AND
TITLE 4 REFERRING TO THE PROCEDURES FOR TOWN COUNCIL
AND COMMITTEE MEETINGS AND COMMISSION
APPOINTMENTS AND REPEALING CHAPTER 4.02 OF THE TOWN
OF YUCCA VALLEY MUNICIPAL CODE RELATING TO BOARD
AND COMMISSION MEMBERS

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)

Reviewed By:



Town Manager

Town Attorney

Admin Services

Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

Discussion: Since incorporation, the Town Council has implemented, added, removed and modified various provisions to the Town's Municipal Code establishing rules and procedures related to many aspects of Council protocol and procedure. In March 2011, the Council appointed an ad hoc committee to provide initial review of the proposed manual and make recommendations to the Council as appropriate.

At the meeting of February 18, 2014, the Town Council reviewed the draft Council Manual of Procedural Guidelines and gave direction to staff to make recommended changes and bring back before the Council for further review. The current draft includes the recommended changes. While most changes were non-substantive, clean-up changes, two sections were the main focus of edits. These sections include: 5.10 Minutes and Recordings, and 6.4 Town Representatives and Advisory Bodies.

Alternatives: The Town Council may identify desired changes and provide direction as necessary.

Fiscal impact: There is no fiscal impact associated with this item.

Attachments: Resolution No. 14-
Ordinance No. 14-
Draft Council Manual of Procedural Guidelines

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, ADOPTING A MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF TOWN COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS AND REPEALING RESOLUTION NO. 98-13 AND NO. 09-24 TO THE EXTENT SUCH RESOLUTIONS CONFLICT WITH THE MANUAL

WHEREAS, the Town Council wishes to establish procedures for the conduct of all meetings of the Town Council and its constituent bodies and commissions; and

WHEREAS, the Town Manager, Town Clerk and Town Attorney have prepared a Manual of Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings (“Manual”) to unify meeting procedures across the Council, Boards and Commissions and to provide guidance to each member of the respective bodies; and

WHEREAS, by adopting this Manual, the Town Council seeks to create uniformity of meeting procedures and to provide guidance to the Council, constituent bodies, commissions, staff, and the public on the procedures of the Town’s legislative bodies; and

WHEREAS, certain Resolutions of the Town Council are inconsistent with or duplicative of sections of the Manual; and

WHEREAS, the Town Manager and Town Attorney presented the recommended Manual to the Town Council, and the Town Council shall adopt the Manual by this Resolution.

NOW, THEREFORE, the Town Council of the Town of Yucca Valley does hereby resolve, determine and order as follows:

SECTION 1. The foregoing Recitals are true and correct and are incorporated herein.

SECTION 2. The Manual, as reflected in Exhibit “A” attached hereto, is hereby adopted.

SECTION 3. Resolution No. 98-13 is hereby repealed to the extent it conflicts with the Manual.

SECTION 4. Resolution No. 09-24 is hereby repealed to the extent it conflicts with the Manual.

SECTION 5. To the extent any existing Town Resolution conflicts with the terms of the Manual, as amended from time to time by the Town Council, and the conflicting terms cannot reasonably be interpreted to be consistent therewith, such Resolution shall be deemed superseded and repealed by the Manual. The Manual shall govern the meeting procedures set forth therein,

and any change to such procedures should be adopted as a change to the Manual itself, with the following order of precedence:

- a) In the case of an Ordinance containing terms that conflict with the Manual, the conflicting terms of the Ordinance shall prevail over the Manual. In such event, the Town Attorney shall reconcile said Ordinance and the Manual to the extent reasonably possible.
- b) In the case of a Resolution containing terms that conflict with the Manual, the conflicting terms of the Manual shall prevail over the Resolution. In such event, the Town Attorney shall reconcile said Resolution and the Manual to the extent reasonably possible. This rule shall apply to Resolutions regardless of whether they are enacted before or after this adoption of the Manual.
- c) The Manual itself may be amended at any time by Resolution. A current and complete copy of the Manual shall be maintained by the Town Clerk.

SECTION 6. The Town Clerk shall certify as to the adoption of this Resolution and cause the filing of the amended Manual in the manner prescribed by law.

APPROVED AND ADOPTED this 1st day of April, 2014,

TOWN OF YUCCA VALLEY

Mayor

ATTEST:

By: _____
Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

By: _____
Lona N. Laymon, Town Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AMENDING SECTIONS OF CHAPTER 2.05 AND TITLE 4 REFERRING TO THE PROCEDURES FOR TOWN COUNCIL AND COMMITTEE MEETINGS AND COMMISSION APPOINTMENTS AND REPEALING CHAPTER 4.02 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE RELATING TO BOARD AND COMMISSION MEMBERS

WHEREAS, the Town Council wishes to establish procedures for the conduct of all meetings of the Town Council and its constituent bodies and commissions; and

WHEREAS, the Town Manager, Town Clerk and Town Attorney have prepared a Manual of Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings (“Procedures Manual”) to unify meeting procedures across the Council, Boards and Commissions and to provide guidance to each member of the respective bodies; and

WHEREAS, by adopting this Procedures Manual, the Town Council seeks to create uniformity of meeting procedures and to provide guidance to the Council, constituent bodies, commissions, staff, and the public on the procedures of the Town’s legislative bodies; and

WHEREAS, certain sections of the Town of Yucca Valley Municipal Code are inconsistent with or duplicative of sections of the Procedures Manual; and

WHEREAS, the Town Manager and Town Attorney presented the recommended Procedures Manual to the Town Council, and the Town Council shall adopt the Procedures Manual by Resolution.

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

SECTION 1: The foregoing Recitals are found to be true and correct and incorporated herein by this reference.

SECTION 2: Section 2.05.060 is hereby amended to read as follows:

2.05.060: ADOPTION OF RULES AND PROCEDURES FOR COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS AND OTHER RELATED FUNCTIONS AND ACTIVITIES:

The Town Council has adopted by Resolution the rules and procedures for Council, constituent body and commission meetings and other related functions and activities, entitled the “Manual of Procedural Guidelines for the Conduct of Town Council and

Constituent Body/Commission Meetings”, as amended from time to time by Resolution of the Town Council (hereinafter, the “Procedures Manual”).

SECTION 3: Chapter 4.02 of the Town of Yucca Valley Municipal Code regarding board and commission members is hereby repealed in its entirety.

SECTION 4: Section 4.04.010 is hereby amended to read as follows:

4.04.010 PLANNING COMMISSION CREATED:

There is created a Planning Commission for the Town. It shall consist of five (5) members, appointed by the Town Council. The terms and appointments of members to the planning commission shall be as set forth in the Procedures Manual.

SECTION 5: Section 4.04.020 is hereby amended to read as follows:

4.04.020 OFFICERS; STAFF:

The designation and duties of the chairperson and vice chairperson shall be as set forth in the Procedures Manual. The commission shall be authorized to appoint and fix the membership of such number of standing and temporary committees as it may find expedient for the performance of its duties. The town manager may appoint an executive secretary and other staff and provide such compensation for their services as may be authorized by the town council and by the annual town budget of expenditures.

SECTION 6: Section 4.04.030 is hereby amended to read as follows:

4.04.030 MEMBERSHIP:

Should any vacancy occur among the members of the planning commission other than by expiration, the chairperson shall forward a notice to the mayor and members of the town council indicating that such a vacancy exists. The Town Council shall fill the vacancy in accordance with the provisions of the Procedures Manual.

SECTION 7: Section 4.04.040 is hereby amended to read as follows:

4.04.040 MEETINGS; RULES:

The meetings and rules of the planning commission shall be as set forth in the Procedures Manual.

SECTION 8: Section 4.10.030 is hereby amended to read as follows:

4.10.030 TERMS OF OFFICE AND VACANCIES:

The terms of office and vacancies of the parks, recreation and cultural commission shall be as set forth in the Procedures Manual.

SECTION 9: Section 4.10.040 is hereby amended to read as follows:

4.10.040 APPOINTMENT OF COMMISSIONERS:

The appointments of members to the parks, recreation and cultural commission shall be as set forth in the Procedures Manual.

SECTION 10: Section 4.10.050 is hereby amended to read as follows:

4.10.050 ORGANIZATION:

The designation and duties of the chairperson and vice chairperson of the parks, recreational and cultural commission shall be as set forth in the Procedures Manual.

SECTION 11: Section 4.10.090 is hereby amended to read as follows:

4.10.090 MEETINGS:

The parks, recreation and cultural commission shall hold at least one regular meeting a month at such time and place within the town as the commission may determine. The procedures for commission meetings shall be as set forth in the Procedures Manual.

SECTION 12: Section 4.12.030 is hereby amended to read as follows:

4.12.030 CHAIRPERSON, COMMITTEES AND STAFF:

Designation of a chairperson and vice chairperson for the commission shall be governed by the Procedures Manual. The commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the commission, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the commission, membership on a subcommittee need not be limited to members of the commission. The town manager may appoint a secretary and other staff for the commission and provide such reimbursement for their necessary expenses as may

be authorized by the town council or its designee in the budget and approved in advance by the town manager.

SECTION 13: Section 4.12.040 is hereby amended to read as follows:

4.12.040 MEETINGS AND RULES OF PROCEDURE:

The commission shall hold one or more regular monthly meetings and designate the times, dates and places therefor. The procedures for commission meetings shall be as set forth in the Procedures Manual.

SECTION 14: 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 15: 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 _____ 2014, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

TOWN OF YUCCA VALLEY

MAYOR

ATTEST:

APPROVED AS TO FORM:

TOWN CLERK

TOWN ATTORNEY

MANUAL OF PROCEDURAL GUIDELINES
FOR THE CONDUCT OF
TOWN COUNCIL AND CONSTITUENT
BODY/COMMISSION MEETINGS FOR

THE TOWN OF
YUCCA VALLEY

ADOPTED ON -----



Lesley Copeland
Town Clerk

Lona N. Laymon
Town Attorney

OUTLINE OF PROCEDURAL MANUAL PROVISIONS

Manual Applies to Council; Agency; Housing Authority; All Commissions

A. Agendas (3.1-3.6; 5.1-5.10, 6.1, 6.3)

1. Town Manager (or “TM”) generally has the authority to set the agenda. (5.1)
2. The Town Clerk or his/her designee shall prepare the agenda for each Council Meeting. Items of business may be placed on the agenda at the direction of the Town Manager or three affirmative votes of the Town Council during discussion of Future Agenda Items at a Town Council Meeting. (5.1)
3. Permits consent calendars and defines what isn't permitted on consent calendar: ordinances; matters involving split votes or public controversy; excluded consent calendar. (6.3)
4. List order of agenda. (6.1)
5. No action unless listed on agenda. (5.7)
6. Add items if arose subsequent agenda and 2/3 vote or unanimous of those present. (5.9)

B. Minutes, Ordinances, Resolutions and Contracts (5.3 - 5.6, 5.10)

1. Minutes are abbreviated record, revisions factual and not to change intent. (5.10)
2. Defines matter appropriate for ordinance vs. resolution; certain items require supermajority.
3. Defines vote requirements--resolutions require 3 votes.
4. Urgency circumstances defined where resolution can be prepared at a meeting.
5. Contracts may be put in final form by legal counsel. (5.6)
6. Approval of budget does not authorize expenditures. (6.5)

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Committees established by official action, continuing jurisdiction more than 180 days, majority of officials from City or other bodies, is standing committee subject to Brown Act.
3. Permits creation of ad hoc council subcommittees (less than majority) not subject to the Brown Act.
4. Permits formation boards and commissions subject to the Brown Act.
5. Provides for appointments of Commission Members; removed by majority-vote of the Council.
6. Commissions make reports to council; not permitted to create subcommittees.

D. Study Sessions/Closed Sessions (2.5, 4.1 - 4.4)

1. Study session informal but subject to Brown Act; no action taken.
2. Public comments permitted before; report on any action taken.

3. Those persons not relevant to the closed session matter are excluded.
4. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. Town Council meeting presentations are to be brief and efficient; this is to include all speakers for the group being recognized. Exhibit “B” has full policy.
2. Time limits are up to 3 minutes, but for public hearing applicant not limited. (7.2)
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items. (7.1)
4. Speaker cards provided, but voluntary. (7.4)

F. Hearings (8.1 – 8.4)

1. Before the hearing, Councilmembers limited to factual questions of staff and speakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questions of speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required by law.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation in hearing.
6. Presiding Officer can control conduct of hearing--representative speakers, etc. Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Don't represent position of Town or promise Town action. (9.3; 9.10)
2. Don't speak in derogatory fashion concerning colleagues, employees, citizens. (10.1(f))
3. Mayor speaks officially for Town rather than councilmembers. (9.3)
4. Councilmembers in correspondence represent their own position rather than Town unless authorized by Council. (9.3)
5. Commissioners don't speak for Town. (9.3)
6. No Conflicts. Can consult with Town Attorney but advice not binding and no attorney-client confidentiality. (9.7(b))
7. Use Town email account. Emails subject to the Brown Act--no development of collective action. Public Records Act, too. (9.4)
8. Formal process for censure for wrongful conduct involving hearing before Town Council. (10.5)
9. Town Attorney can file amicus briefs. (9.7(d))

H. Procedures

1. Selection of Mayor/Mayor Pro Tem (9.1)

2. Abstentions discouraged but permitted where appearance of impropriety exists, even if no financial conflict.
3. Motions to rescind clarified so that matter can be rescinded if later legislative session. (11.4)
4. Defines process to correct an earlier action in violation of Brown Act. (12.1 – 12.3)
5. Includes Table of Motions and Procedural Actions.



**MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF TOWN
COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS**

ARTICLE I – SCOPE

1.1 Application of Rules

This Manual (the “Manual”) shall establish the procedures for the conduct of all meetings of the Town of Yucca Valley Town Council, Successor Agency to the Yucca Valley Redevelopment Agency, Housing Authority (if established), and other constituent, governing bodies and commissions.

This Manual rescinds and supersedes all prior Town resolutions setting forth rules of procedure for the conduct of meetings by Town Legislative Bodies. Wherever there is a conflict between this Manual and any prior Town resolution, the terms and rules in this Manual shall govern. Additionally, the Town Council rescinds all conflicting provisions in the Municipal Code through Ordinance No. -----. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- Town of Yucca Valley Resolution No. 98-13;
- Town of Yucca Valley Resolution No. 09-24

1.2 Definitions

The following definitions shall apply to these rules and procedures:

- a) “Legislative Body” means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the Town of Yucca Valley that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Yucca Valley Town Council, Yucca Valley Successor Agency to the former Redevelopment Agency, Yucca Valley Housing Authority Board, Planning Commission, Parks, Recreation and Cultural Commission, Sports Council, Youth Commission and any standing committee subject to the Brown Act. The term “Legislative Body” does not include Non-Governing Bodies, as defined below.
- b) “Presiding Officer” means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the Town Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chairperson of any Commission, Committee, Board or Council.
- c) “Vice Chair” means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem in the case of the Town Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission, Committee, Board or Council.

- d) “Clerk/Secretary” means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Town Clerk in the case of the Town and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
- e) “General Counsel” means the legal advisor to the Legislative Body, such as the Town Attorney in the case of a Town Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.
- f) “Town Manager” means the Chief Executive Officer of the Town, the Successor Agency to the former Redevelopment Agency and Housing Authority. The Town Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the Town Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the Town.
- g) “Non-Governing Bodies” means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
- h) “Sub-Legislative Bodies” means such advisory committees which are subject to the Brown Act but are not “governing” Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954. The purpose of this Manual is to provide that the Legislative Bodies’ procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies’ business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the first and third Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at Town Hall, 57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, or such other time as designated by the Town Council.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon ~~the request of a~~ majority vote of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a majority vote of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by ~~the a majority vote~~ of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time, and may compel the attendance of absent members. Any member who fails to attend any of the meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or “study” sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE III—NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at

the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

The board used for posting public notices outside of Yucca Valley Town Hall, located at
57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284;
Emailed to all members of the press and public who have requested such notice; and
Posted on the Town's website (with the full agenda packet attached).

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. This notice must be delivered by personal delivery or any other means that ensures receipt, at least twenty-four (24) hours before the time of the meeting. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice are not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

The board used for posting public notices outside of Yucca Valley Town Hall, located at
57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284;
Emailed to all members of the press and public who have requested such notice; and
Posted on the Town's website (with the full agenda packet attached).

3.3 Notice of Emergency Meeting

The special meeting notice provisions provided in Section 3.2 above apply to emergency meetings, except for the following:

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the 24-hour notice requirement or the 24-hour posting requirement provided in Section 3.2 are not required.

Nonetheless, every effort should be made to comply with the 24-hour notice and posting provisions.

Additionally, news media that have requested written notice of special meetings must be notified by telephone at least one hour in advance of an emergency meeting, and all telephone numbers provided in that written request must be tried. If telephones are not working, the notice requirements are deemed waived. However, the news media must be notified as soon as possible of the meeting and any action taken.

3.4 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.5 Mailed Agenda Upon Written Request

The Clerk/Secretary, shall mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. These copies shall be mailed at the time the agenda is posted. If requested, these materials shall be made available in appropriate alternative formats to persons with disabilities. A request for notice is valid for one calendar year and renewal requests must be filed January 1st of each year. Failure of the requesting person to receive the agenda does not constitute grounds for invalidation of actions taken at the Legislative Body meeting.

3.6 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the Town's record retention policies.

ARTICLE IV– CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions prior to, or during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Generally, open session regular meetings begin at 6:00 p.m. Closed session meetings may begin at 5:30 p.m. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only members of the legislative body and support staff necessary to the discussion of the matter under consideration. As a general rule, closed sessions may involve only the members of the Legislative Body plus any additional support staff which may be required (e.g., Town counsel to provide legal advice; supervisor may be required in connection with disciplinary proceeding; labor negotiator required for consultation). Persons without an official role in the meeting should not be present.

4.3 Confidentiality

No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Thursday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

The Clerk/Secretary or his/her designee shall prepare an agenda for each Legislative Body Meeting. Items of business may be placed on the agenda at the direction of the Town Manager, or ~~three affirmative votes~~ by a vote of the Town Council Legislative Body during discussion of Future Agenda Items at a Legislative Body Meeting.

Notwithstanding the foregoing, the Town Manager generally has responsibility for setting the agenda for the Legislative Body (except for any Commission where the responsibility may be assigned to the Town Manager's designee), and may place matters on the agenda in accordance with the Manager's evaluation of administrative priorities and resource capacities of Town.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Sections §54954.2 and, where applicable, §54954.5. Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

(a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the Town Council, resolutions, orders or the payment of

money, and all ordinances require a recorded majority vote of the total membership of the Town Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on. In such a case, the member is counted as absent during the vote on that matter, and cannot be counted towards the quorum for the matter. If the member leaves the room for any other reason, the member's vote shall be recorded as an abstention, and the abstaining member shall be counted in determining whether a quorum of the Legislative Body is present.

5.4 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the Town Manager or the General Counsel to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed.

5.5 Ordinances (Town Council Only)

(a) The Town Council is the only Legislative Body empowered to legislate the Yucca Valley Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the Town Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the clerk/secretary with the same formality as resolutions as described above in Section 5.4.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the Town Council for passage pursuant to Government Code § 36937.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code §§ 6250 through 6276.48). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a ~~majority vote~~ of the Legislative Body, a collective commitment or promise by a ~~majority vote~~ of the Legislative Body to make a positive or a negative decision, or an actual vote ~~by a majority~~ of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

(a) An account of all proceedings of Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare Summary ~~or Action~~ Minutes of the meetings proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available.

(b) Any recording of a Legislative Body meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30 days or until the minutes of that meeting are approved, whichever is longer. The Legislative Body must provide to the public, without charge, equipment to review the record.

~~(b)~~(c) The Clerk/Secretary may prepare Action Minutes of the meetings, in lieu of Summary Minutes, when the full meeting recording is made available and kept permanently. The Legislative Body must provide to the public, without charge, equipment to review the record. Copies of the record can be made available with payment of standard reproduction costs.

ARTICLE VI – ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless ~~the majority of~~ the Legislative Body ~~votes members consent~~ to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

- (a) Roll Call.
- (b) Announcement of Closed Session Items, if applicable.*
- (c) Public Business from the floor on closed session items.*
- (d) Recess.

- (e) Reconvene Regular Meeting.
- (f) Pledge of Allegiance.
- (g) Invocation
- (h) Closed Session Report, if applicable.*
- (i) Presentations, Introductions, Recognitions
- (j) Agency Reports.
- (k) Approval of Agenda
- (l) Consent Items. (See Section 6.3 below.)
- (m) Public Hearings.
- (n) Department Reports.
- (o) Future Agenda Items
- (p) Public Comments
- (q) Staff Reports and Comments
- (r) Mayor and Council Reports and Comments
- (s) Announcements
- (t) Announcement of Closed Session Items, if applicable**
- (u) Public business from the floor on closed session items, if applicable**
- (v) Closed Session Report, if applicable**
- (w) Adjournment.

***if Closed Session is held at 5:30 p.m. prior to Regular Meeting.**

****if Closed Session is held at conclusion of Regular Legislative Body business.**

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the ~~three~~ Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as

required by law. Notwithstanding the foregoing, an ordinance adopting another code by reference shall be adopted in accordance with the procedure set forth in Government Code section 50022.1, *et seq.*

(b) Any matter where the Town Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 Town Representatives and Advisory Bodies (Town Council Only)

(a) From time to time the Council may be required to assign a representative of the Town to non-Town boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-Town organization, the Mayor shall nominate all such appointments of Town representatives on non-Town organizations, and the appointment shall be by a ~~majority~~ vote of the Council. Council appointments to non-Town organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-Town organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the Town Council's power to remove appointees pursuant to subsection (c) below.

(b) The Town Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a ~~majority~~ vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the Town government with such jurisdiction and duties as the Council may specify. (a) All Town board and commission appointments, except for ex officio members where applicable, shall be made by a ~~majority~~ vote of the Town Council; (b) A member of a Town board or commission shall first be nominated by the newest elected or appointed Council Member, subject to a motion to appoint by the nominating Council Member

and subsequent appointment by a vote of the Town Council; (cb) Unless otherwise provided by law, or by ordinance or resolution, or unless by the very nature of the situation the provisions hereof may not be made applicable, the terms of all members of boards and commissions of the Town shall be appointed by the Council for four four(44) year terms commencing on February 1 of the year of appointment shall coincide with the unexpired term of the Council Member nominating the board or commission member, provided that interim vacancies shall be filled by appointment of the unexpired term of the member replaced. The term shall coincide with the term of the Council Member nominating the Commission Member. A vacancy in the Council shall result in the expiration of the term of the board or commission member nominated by the outgoing Council Member. In such a case, the Council may appoint an interim member of the board or commission until the Council vacancy is filled and the incoming Council Member nominates a new member of the board or commission. This rule shall not, however, apply in regard to a newly established board or commission to which initial appointments are made on a staggered term basis, provided that the longest such term shall not exceed the term of the Council Member nominating the appointee. **There is no maximum number of terms that may be served by any individual commissioner.** The Town Council may remove from office any commissioner at any time without cause. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Unless otherwise provided by law or by ordinance of the Town Council, all members of any committee, board, or commission of the Town appointed by the Town Council shall be, initially and during their incumbencies, bona fide residents of the Town.

iv) Unless otherwise provided by law or by ordinance, each committee, board, or commission of the Town shall, annually, choose one of its members as Chairperson and Vice Chairperson. Upon being properly agendized and upon a vote of the committee, board, or commission, the seated Chairperson and/or Vice Chairperson may be removed prior to the expiration of their terms as Chairperson and/or Vice Chairperson. Each Chairperson and Vice Chairperson shall have the authority and perform such duties as are commonly associated with their respective titles, or as may be specifically provided by law, by ordinance, or by this Manual. Vacancies in either such position may be filled as in the first instance, and a new Chairperson or Vice Chairperson may be chosen at any time by a vote of the members of the committee, board, or commission.

v) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the Town Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full Town Council. Staff members may be assigned to assist any Council-created committee by the Town Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, any member of a board or commission of the Town may be removed from office at any time, with or without cause, by a majority vote of the Town Council, except in cases where the Mayor or Town Council is not the appointing authority, in which case such regular appointing authority may exercise the power of removal.

6.5 Budgets

The Town Council shall have the power to approve the Town budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not constitute authorization for any specific employment class or position.

6.6 Items from Members

(a) There is a specific item on the agenda entitled Mayor and Council Member Reports and Comments, for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as Future Agenda Items, where members can request items to be placed on a subsequent agenda. Approval requires agreement of three council members

(c) There is an agenda item referred to as Staff Reports and Comments. This may be used by the Town Manager and Department Directors similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII- PUBLIC COMMENT AND PRESENTATIONS

7.0 Town Council Meeting Presentations

Town Council presentations are for providing information to the Mayor and Council, Town management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the Town, honors and celebrations for organizations, corporations and residents which reflect their service to the Yucca Valley community, honors and recognitions for Town staff for outstanding service or commitment to the Town's mission and goals. Please Note: This is not the appropriate time to seek funds from the Town and/or endorsements from Town Council or discuss politics.

All presentations are to be a summary level presentation, usually lasting no more than five to ten minutes in length; this is to include all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Yucca Valley Town Council Meeting Presentation Policy contained and incorporated as an exhibit to the Manual of

Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings for the Town of Yucca Valley.

7.1 Public Comment

Every agenda for a Town Council Meeting shall provide a period for members of the public to address the Council on items of Town business that are not on the agenda but are within the subject matter jurisdiction of the Town Council. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the General Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every numbered item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.2 Time Limitations

The time limit to speak for public comments is up to three (3) minutes on each numbered item on the agenda. These limits do not apply to parties to agenda items (e.g., project applicants, condition use permit applicants, etc.). All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer or a majority vote of the Legislative Body may extend time if they find such extension is reasonably necessary to allow the speaker to complete his/her message without repetition or unnecessary tangents.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. However, if an item is pulled from the Consent Calendar, a member of the public may speak on the agenda item at the time the item is considered by the Legislative Body.

7.3 Proclamations and Recognitions of the Town Council

Organizations or individuals seeking a Proclamation or Special Recognition should forward any such request to the Town Clerk. ~~Only the Town Council may authorize and issue Proclamations or Special Recognitions.~~ Any such request received by the Town Clerk will be forwarded to the Mayor for consideration. Proclamations and Special Recognitions authorized by the Mayor are not Official Policy Statements or Positions of the Town Council, and are intended for the ceremonial support of civic achievements benefitting the community as a whole. Such requests should be non-controversial and non-political in nature.

7.4 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every numbered item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item.

(b) In order to facilitate correct minutes of the Legislative Body meeting, the Town requests that members of the public wishing to address the Legislative Body complete a

"Request to Speak" form, provided at the meeting room, and present it to the Clerk/Secretary prior to the Legislative Body's consideration of the item. A "Request to Speak" form should be completed for *each* item when an individual wishes to speak. When recognized by the Presiding Officer, speakers should be prepared to step forward and announce their name and address for the record. Notwithstanding the foregoing, a member of the public shall not be prohibited from speaking for failure to provide his or her name and/or address.

(c) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(d) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII- NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made. The order of the Public Hearing may be as follows, in accordance with the procedures specified below:

- i) Announce item
- ii) Town Clerk report of correspondence received in favor/opposition
- iii) Staff Presentation
- iv) Open Public Hearing
- v) Presentation from applicant or appellant
- vi) Presentation of persons in favor/in opposition to action
- vii) Questions of speakers
- viii) Rebuttal comments by applicant or appellant
- ix) Closing Remarks by staff
- x) Close public hearing
- xi) Questions of Staff
- xii) Commission/Council Discussion
- xiii) Motion
- xiv) Second
- xv) Discussion
- xvi) Vote

(b) Legislative Body members shall not overtly or implicitly promise a particular action by Town staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the Town, it is

appropriate to give a brief overview of Town policy, to refer to Town staff for further information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the Statute of Limitations to challenge the validity of any action taken by the Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Legislative Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

8.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is not redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, ~~the a majority vote of the~~ Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative public

hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE IX - OFFICERS

9.1 Selection of Mayor/Mayor Pro Tem (For Town Council Only)

(a) The Town Council reorganizes at the first meeting in December, or, in a councilmanic election year, at the meeting immediately following a certification by the County of San Bernardino Registrar of Voters, whichever is later. Traditionally the Mayor Pro Tem is nominated as Mayor and the next Mayor Pro Tem is nominated according to seniority. Seniority is based on the number of votes received in the member's election cycle, in the order in which the election cycle takes place, including any special election. Later election cycles or special elections do not supersede the seniority rotation in place prior to such elections. Appointed members will be junior in seniority to all other members seated at the time of appointment. While considering Council tradition, the Town Council may choose to nominate and confirm through ~~majority a~~ vote any member of the Council for Mayor and Mayor Pro Tem based upon qualifications, need, or other criteria as may be appropriate at any given time.

(b) Upon being properly agendized and upon an affirmative vote of four/fifths (4/5) of the members of the Town Council, the seated Mayor and/or Mayor Pro Tem may be removed prior to the expiration of their terms in office for actions or inactions which have caused detrimental harm to the Town of Yucca Valley. Said actions or inactions include, but are not limited to: (i) gross negligence in performance in his/her duties; (ii) conduct unbecoming the position held; (iii) actions outside his/her scope of authority. Upon removal, the Council shall consider appointment of a Mayor and/or Mayor Pro Tem in ~~as the~~ manner stated above. The new Mayor and/or Mayor Pro Tem shall serve the remaining term of the replaced officer(s) and shall be eligible for reappointment.

9.2 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a ~~majority vote~~ of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

9.3 Representation of Legislative Body

(a) The Mayor is the designated representative of the Town and the Town Council for purposes of presenting and expressing the official Town position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official Town position, the member should refer such inquiries to the Town Manager. Otherwise public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint. Notwithstanding California Family Code section 400.1, allowing Mayors to officiate and perform marriages, it is the policy of the Town that neither the Mayor nor other public official shall be allowed to perform marriages of any form in his or her capacity as Mayor or as a member of the Town Council.

(b) Members of the Town Council may use official Town letterhead to correspond with other public officials and with consultants but any such correspondence shall state that the views expressed therein are personal and not the position of the Town unless the Town Council has officially adopted such position. No commission or Sub-Legislative Body may take a position officially representing the Town unless authorized to do so by the Town Council.

9.4 Email Policy

(a) Members of the Legislative Body are provided with Town email accounts which may be utilized for the conduct of Town business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Gov't Code Section 6200). Use of private email accounts for Town business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

9.5 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.6 Town Manager

The Town Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The Town Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The Town Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the Town, when directed by the Town Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body. The Town Manager also serves as the primary point of contact for the Town Council. Town Council inquiries regarding Town matters should not be directed to Town staff, but rather toward the Town Manager for further delegation and response.

9.7 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the Town Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the Town Council or Town Manager. The General Counsel serves as advisory parliamentarian for the Town and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions and all contracts, deeds, easements or other legal instruments shall be approved as to form and legality by the General Counsel. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the Town. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the Town Manager or by a ~~majority vote~~ of the Legislative Body. The General Counsel is the legal representative of the Town acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the Town staff. As a consequence any discussion with the General Counsel which leads to the conclusion that the interests of the Town are at risk must be revealed to all relevant members of the Legislative Body and the Town staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual councilmembers. The General Counsel is required to maintain the confidentiality of such communications from persons outside the Town to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the Town or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[Town Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the Town to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These "friend of the court" or "amicus" briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the Town. In considering whether to direct General Counsel to file an amicus brief, the Town Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other Town-related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety.

i) Upon receipt of the request, the General Counsel shall make the request available through the Town Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the Town Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (a) the General Council has reviewed the legal issues presented by the case and has determined the participation in the friend of the court brief would protect or advance the Town's legal interests; (b) joinder in the brief is consistent with existing Town ordinances, resolutions or policies; (c) The League of California Cities and/or its Legal Advocacy Committee is recommending this Town join the brief;

iii) Approval given to General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae (i.e. "friend of the court") in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.8 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.9 Reserved

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of (Government Code §1090 *et seq.*) made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the Town in carrying out their duties.

ARTICLE X- DECORUM AND ORDER

10.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question or subject under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to ~~the majority~~ the Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to Town or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a ~~majority vote~~ of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda

item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any Town business during breaks or before and after meetings; Town business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

(j) No Legislative Body member attending a meeting of another Town commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 10.5.

10.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The Town Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the Town Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to anyone individual Legislative Body member or member of the public.

(b) Questions of Town staff and/or requests for follow-up or additional background information should be directed only to the Town Manager, General Counsel, Deputy Town Manager or Department Directors. The Office of the Town Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the Town Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

10.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member, the public, directly to the media, video or camera recordings or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to cause disruption to the conduct of the meeting may be removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting from an area that is reasonably designated by the Town for such audio/video recording, unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

10.4 Enforcement of Decorum

(a) The San Bernardino Sheriff's Captain or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet , whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons
- Speaking beyond the time limits

- Being unduly repetitious
- (c) Examples of non-disruptive conduct include:
- Silent gestures by members of the audience, such as a thumbs up or thumbs down that are not otherwise disruptive of the meeting
 - Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting
 - Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council procedures and does not disrupt the meeting

(d) As set forth in Government Code § 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

10.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance or resolution of the Town of Yucca Valley. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the Town which has been adopted following a vote of the Legislative Body or the Town Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

- (i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.
- (ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member with a copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body persons.
- (iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer the response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

- (i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.
- (ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.
- (iii) Passage of the motion for censure shall require a ~~majority~~ vote of the ~~members of the~~ Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote.

However, new proceedings may be commenced on the same charges within the 1 year period on the vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

10.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

10.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned or impugned.

ARTICLE XI – PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

11.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body and shall be recorded as a vote for or against the question by each member of the Legislative Body. Any abstention shall also be recorded. The Presiding Officer may also

determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question. If it is unclear whether a consensus exists or whether the consensus is for or against the matter to be voted upon, the Clerk/Secretary or his or her designee may call for a roll call vote.

(b) Otherwise, all votes of the Legislative Body shall be by voice or roll call vote. The order of voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'yes', 'no', or 'abstain.' After every vote the Legislative Body shall declare the result and shall note for the record the number of votes for or against the question, as well as any abstentions. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

11.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

- (i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.
- (ii) Assessment - Assessments require a two-thirds vote of the whole Council.
- (iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.
- (iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.
- (v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the

dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

11.4 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within the next two regularly scheduled meetings, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the Town has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the Town Attorney of any facts constituting substantial prejudice and may rely upon the determination of the Town Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.5 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

11.6 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the Town on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain

neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPPC rules and regulations.

11.7 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.8 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of Town by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo* (new) The reviewing body shall not be bound by any determination of the lower body from which the matter was appealed. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

11.9 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions and the decision. The Legislative Body members must consider any legally-

mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

ARTICLE XII- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

12.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of § 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of §§ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

12.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda, and may consider it at that meeting pursuant to Article VI Section 9, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. (See, § 11.4 hereof.)

12.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other

evidences of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action, and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE XIII – MISCELLANEOUS

13.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The Town Council may, by resolution, adopt further rules of interpretation or practice.

13.2 Amendments

This Manual may be amended from time to time as necessary by resolution passed by a majority vote of the Town Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the Town. Such notice shall identify the section or sections of the Manual proposed to be amended.

13.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Gov't Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT “B”

YUCCA VALLEY TOWN COUNCIL MEETING PRESENTATION POLICY





YUCCA VALLEY TOWN COUNCIL MEETING PRESENTATION POLICY

Presentation Purpose

Town Council presentations are for providing information to the Mayor and Council, Town management, and the community about activities of interest and value including:

- Activities, events and infrastructure projects relating to the Town
- Honors and celebrations for organizations, corporations and residents related to Yucca Valley
- Honors and celebrations for organizations, corporations and resident which reflect their service to the Yucca Valley community.
- Honors and recognitions for Town staff for outstanding service or commitment to the Town's mission and goals.
- Please note this is not the appropriate time to seek funds from the Town and/or endorsements from Town Council or discuss politics.

Presentation Length

All presentations are to be as brief and concise as reasonable. Typical presentations should last no more than five to ten minutes in length; this is to include all speakers for the group being recognized. Depending on the matter being presented, the Presiding Officer may afford the speaker or group extended time.

Presentation Schedule

Town Council begins at 6:00 p.m. with an invocation and pledge to the American flag followed by presentations. All honorees or groups are to arrive no later than 5:45 p.m.

Public Comment Period

The public shall be afforded the right to comment on every numbered item appearing on the agenda prior to the Legislative Body's consideration of that item, including presentation periods, as provided in Section 7.4 above. The time limit to speak for public comments is up to three (3) minutes on each numbered item on the agenda. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer or a ~~majority vote~~ of the Legislative Body may extend time if they find such extension is reasonably necessary to allow the speaker to compete his/her message without repetition or unnecessary tangents.

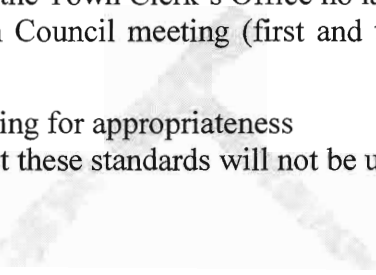
Presentation Location

Presentations take place in the Council Chambers inside Yucca Valley Town Hall located at 57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284. Parking is available in the Community Center lot adjacent to the Council Chambers, or in the Town Hall parking lot.

Presentation Technical Support

The Town has the capability to display PowerPoint during the presentation. If a PowerPoint is to be used during the presentation:

- The Power Point is to be submitted to the Town Clerk's Office no later than the Thursday prior to the scheduled Tuesday Town Council meeting (first and third Tuesdays of the month).
 - PowerPoints are subject to editing for appropriateness
 - PowerPoints which do not meet these standards will not be used



MANUAL OF PROCEDURAL GUIDELINES
FOR THE CONDUCT OF
TOWN COUNCIL AND CONSTITUENT
BODY/COMMISSION MEETINGS FOR

THE TOWN OF
YUCCA VALLEY

ADOPTED ON -----



Lesley Copeland
Town Clerk

Lona N. Laymon
Town Attorney

OUTLINE OF PROCEDURAL MANUAL PROVISIONS

Manual Applies to Council; Agency; Housing Authority; All Commissions

A. Agendas (3.1-3.6; 5.1-5.10, 6.1, 6.3)

1. Town Manager (or “TM”) generally has the authority to set the agenda. (5.1)
2. The Town Clerk or his/her designee shall prepare the agenda for each Council Meeting. Items of business may be placed on the agenda at the direction of the Town Manager or three affirmative votes of the Town Council during discussion of Future Agenda Items at a Town Council Meeting. (5.1)
3. Permits consent calendars and defines what isn't permitted on consent calendar: ordinances; matters involving split votes or public controversy; excluded consent calendar. (6.3)
4. List order of agenda. (6.1)
5. No action unless listed on agenda. (5.7)
6. Add items if arose subsequent agenda and 2/3 vote or unanimous of those present. (5.9)

B. Minutes, Ordinances, Resolutions and Contracts (5.3 - 5.6, 5.10)

1. Minutes are abbreviated record, revisions factual and not to change intent. (5.10)
2. Defines matter appropriate for ordinance vs. resolution; certain items require supermajority.
3. Defines vote requirements--resolutions require 3 votes.
4. Urgency circumstances defined where resolution can be prepared at a meeting.
5. Contracts may be put in final form by legal counsel. (5.6)
6. Approval of budget does not authorize expenditures. (6.5)

C. Boards and Commissions (6.4)

1. Defines legislative bodies and advisory bodies subject to the Brown Act. (1.2(a))
2. Committees established by official action, continuing jurisdiction more than 180 days, majority of officials from City or other bodies, is standing committee subject to Brown Act.
3. Permits creation of ad hoc council subcommittees (less than majority) not subject to the Brown Act.
4. Permits formation boards and commissions subject to the Brown Act.
5. Provides for appointments of Commission Members; removed by vote of the Council.
6. Commissions make reports to council; not permitted to create subcommittees.

D. Study Sessions/Closed Sessions (2.5, 4.1 - 4.4)

1. Study session informal but subject to Brown Act; no action taken.
2. Public comments permitted before; report on any action taken.

3. Those persons not relevant to the closed session matter are excluded.
4. Revealing any matter from closed session can subject the person to censure.

E. Public Comments (7.0 – 7.4)

1. Town Council meeting presentations are to be brief and efficient; this is to include all speakers for the group being recognized. Exhibit “B” has full policy.
2. Time limits are up to 3 minutes, but for public hearing applicant not limited. (7.2)
3. Public comment periods include initial comment period on non-agenda items; comment on agenda items. (7.1)
4. Speaker cards provided, but voluntary. (7.4)

F. Hearings (8.1 – 8.4)

1. Before the hearing, Councilmembers limited to factual questions of staff and speakers. Not to engage in debate.
2. Presiding Officer to make it clear when hearing is opened or closed. No questions of speakers or public comment after hearing closed.
3. Hearing must be fair and impartial with decision based on findings required by law.
4. No expression of opinion until hearing is closed.
5. Avoid extra meeting contact with interested persons. Encourage participation in hearing.
6. Presiding Officer can control conduct of hearing--representative speakers, etc. Set any rules at beginning and keep fair to each side.
7. Be attentive during hearings.

G. Conduct of Members

1. Don't represent position of Town or promise Town action. (9.3; 9.10)
2. Don't speak in derogatory fashion concerning colleagues, employees, citizens. (10.1(f))
3. Mayor speaks officially for Town rather than councilmembers. (9.3)
4. Councilmembers in correspondence represent their own position rather than Town unless authorized by Council. (9.3)
5. Commissioners don't speak for Town. (9.3)
6. No Conflicts. Can consult with Town Attorney but advice not binding and no attorney-client confidentiality. (9.7(b))
7. Use Town email account. Emails subject to the Brown Act--no development of collective action. Public Records Act, too. (9.4)
8. Formal process for censure for wrongful conduct involving hearing before Town Council. (10.5)
9. Town Attorney can file amicus briefs. (9.7(d))

H. Procedures

1. Selection of Mayor/Mayor Pro Tem (9.1)

2. Abstentions discouraged but permitted where appearance of impropriety exists, even if no financial conflict.
3. Motions to rescind clarified so that matter can be rescinded if later legislative session. (11.4)
4. Defines process to correct an earlier action in violation of Brown Act. (12.1 – 12.3)
5. Includes Table of Motions and Procedural Actions.

**MANUAL OF PROCEDURAL GUIDELINES FOR THE CONDUCT OF TOWN
COUNCIL AND CONSTITUENT BODY/COMMISSION MEETINGS**

ARTICLE I – SCOPE

1.1 Application of Rules

This Manual (the “Manual”) shall establish the procedures for the conduct of all meetings of the Town of Yucca Valley Town Council, Successor Agency to the Yucca Valley Redevelopment Agency, Housing Authority (if established), and other constituent, governing bodies and commissions.

This Manual rescinds and supersedes all prior Town resolutions setting forth rules of procedure for the conduct of meetings by Town Legislative Bodies. Wherever there is a conflict between this Manual and any prior Town resolution, the terms and rules in this Manual shall govern. Additionally, the Town Council rescinds all conflicting provisions in the Municipal Code through Ordinance No. -----. Resolutions more specifically superseded by this Manual include, without limitation, the following:

- Town of Yucca Valley Resolution No. 98-13;
- Town of Yucca Valley Resolution No. 09-24

1.2 Definitions

The following definitions shall apply to these rules and procedures:

- a) “Legislative Body” means any quorum of any council, board, commission or standing committee (as defined in Government Code § 54952), or other governing body of the Town of Yucca Valley that is subject to the Brown Act (Government Code § 54950 *et seq.*). This includes the Yucca Valley Town Council, Yucca Valley Successor Agency to the former Redevelopment Agency, Yucca Valley Housing Authority Board, Planning Commission, Parks, Recreation and Cultural Commission, Sports Council, Youth Commission and any standing committee subject to the Brown Act. The term “Legislative Body” does not include Non-Governing Bodies, as defined below.
- b) “Presiding Officer” means the chairperson of the Legislative Body. For example, this refers to the Mayor when read in the context of the Town Council, the Board Chair in the cases of the Successor Agency to the Redevelopment Agency and/or the Housing Authority, and the Chairperson of any Commission, Committee, Board or Council.
- c) “Vice Chair” means the vice chairperson to the Presiding Officer. For example, the Vice Chair means the Mayor Pro Tem in the case of the Town Council, the Vice Chairperson in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority, and the Vice Chairperson of any Commission, Committee, Board or Council.

- d) “Clerk/Secretary” means the person responsible for taking and maintaining the record of proceedings for all meetings, preparation of agendas, calendar clerk and custodian of rules, resolutions, ordinances and Legislative Body records. For example, the Clerk/Secretary refers to the Town Clerk in the case of the Town and the Agency Secretary in the cases of the Successor Agency to the former Redevelopment Agency and/or the Housing Authority.
- e) “General Counsel” means the legal advisor to the Legislative Body, such as the Town Attorney in the case of a Town Council meeting, or Agency Counsel in the cases of the Successor Agency to the former Redevelopment Agency and/or Housing Authority.
- f) “Town Manager” means the Chief Executive Officer of the Town, the Successor Agency to the former Redevelopment Agency and Housing Authority. The Town Manager may serve as the Secretary to the Successor Agency or Housing Authority, and the Town Manager can designate appropriate staff to serve as the clerk/secretary to any Commission of the Town.
- g) “Non-Governing Bodies” means wholly advisory committees and bodies that are not subject to the provisions of the Brown Act.
- h) “Sub-Legislative Bodies” means such advisory committees which are subject to the Brown Act but are not “governing” Legislative Bodies.

These rules and procedures are enacted pursuant to authority granted by Government Code §§ 36813 and 54954. The purpose of this Manual is to provide that the Legislative Bodies’ procedures will be consistent with the Brown Act and also to establish procedures which will be convenient for the public and contribute to the orderly conduct of any Legislative Bodies’ business. The procedures herein are in addition to, and not in place of, applicable ordinances and statutes and in the event of conflict between this Manual and applicable ordinances or statutes, the latter shall govern. In the event that any state statute referenced herein is renumbered, the reference herein shall be deemed to refer to the successor statute dealing with the same subject matter.

ARTICLE II – MEETINGS

2.1 Regular Meetings

Unless otherwise specified by a resolution or ordinance applicable to specific Legislative Body, the regular meetings of all Legislative Bodies shall be held on the first and third Tuesday of each month at the time designated by the Legislative Body, in the Council Chambers at Town Hall, 57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284, or at such other locations as the Legislative Body may from time to time designate by resolution, in the order of adjournment, or in the notice of call of any special meeting. In the event a day of meeting shall be a legal holiday, said meeting shall be held on the next business day, or such other time as designated by the Town Council.

2.2 Special Meetings

The Presiding Officer may, when he or she deems it expedient, or upon a vote of the Legislative Body, call a special meeting of the Legislative Body for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Brown Act as it now exists or may hereafter be amended. At such special meeting, no business shall be considered other than as designated in the call.

2.3 Emergency Meetings

An emergency meeting may be called by the Presiding Officer or by a vote of the Legislative Body where an emergency exists:

(a) A work stoppage, terrorist act or threat, crippling disaster or other activity which severely impairs public health or safety as determined by a vote of the Legislative Body; or

(b) Such other circumstance specified by State law as authorizing the conduct of an emergency meeting. Any emergency meeting shall be called, noticed, and conducted only in accordance with the procedures set forth in State law.

2.4 Attendance

A majority of members of the Legislative Body shall constitute a quorum. Less than a majority may adjourn from time to time, and may compel the attendance of absent members. Any member who fails to attend any of the meetings of the Legislative Body for 60 days, unless such absences are excused, shall surrender the office and be deemed to have surrendered the office.

2.5 Study Sessions

The Legislative Body may meet informally in conference or “study” sessions regarding concerns of the Legislative Body to interchange information, provided that all discussions and conclusions shall be informal. Such meeting shall be called in the same manner as for special meetings or adjourned meetings, as applicable, and be subject to the Brown Act. Each notice shall indicate that an opportunity for public comment shall be provided before any matter shall be determined. When a meeting has been designated a Study Session, the Legislative Body shall not take any action with respect to the matter under study except with prior public notice, appearing on a properly posted agenda, of such intent to take action.

ARTICLE III–NOTICE AND AGENDA

3.1 Notice and Agenda for Regular Meetings

For every regular Legislative Body meeting, the Clerk/Secretary or his or her designee shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all the items of business to be discussed at

the meeting as set forth in Article V. The notice and agenda may be combined in a single document.

The notice and agenda must be posted at least seventy-two (72) hours before the regular meeting in a location freely accessible to public twenty-four (24) hours a day during the seventy-two (72) hour period and where the notice and agenda is not likely to be removed or obscured by other postal material. Specifically, the notice and agenda shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

The board used for posting public notices outside of Yucca Valley Town Hall, located at
57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284;
Emailed to all members of the press and public who have requested such notice; and
Posted on the Town's website (with the full agenda packet attached).

3.2 Notice and Agenda for Special Meetings

For every special meeting, the Clerk/Secretary or his or her designee shall post a written notice specifying the time and place of the special meeting and the business to be transacted must be sent to each member of the Legislative Body (unless the member has filed a written waiver of notice with the Clerk/Secretary) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. This notice must be delivered by personal delivery or any other means that ensures receipt, at least twenty-four (24) hours before the time of the meeting. The notice shall serve as the agenda for the special meeting and shall contain a brief description of all the items of business to be discussed at the meeting as set forth in Article V.

The notice for a special meeting shall be conspicuously posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to the public twenty-four (24) hours a day and where the notice are not likely to be removed or obscured by other posted material. Specifically, the notice shall be posted at the place indicated below, and/or at such other location(s) as the Clerk/Secretary may designate:

The board used for posting public notices outside of Yucca Valley Town Hall, located at
57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284;
Emailed to all members of the press and public who have requested such notice; and
Posted on the Town's website (with the full agenda packet attached).

3.3 Notice of Emergency Meeting

The special meeting notice provisions provided in Section 3.2 above apply to emergency meetings, except for the following:

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the 24-hour notice requirement or the 24-hour posting requirement provided in Section 3.2 are not required.

Nonetheless, every effort should be made to comply with the 24-hour notice and posting provisions.

Additionally, news media that have requested written notice of special meetings must be notified by telephone at least one hour in advance of an emergency meeting, and all telephone numbers provided in that written request must be tried. If telephones are not working, the notice requirements are deemed waived. However, the news media must be notified as soon as possible of the meeting and any action taken.

3.4 Notice and Agenda for Adjourned Meetings

The Legislative Body may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting, the Clerk/Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered to each member of the Legislative Body at least twenty-four (24) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held, within twenty-four (24) hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned regular meeting shall be a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings. If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting. If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted pursuant to Government Code Section 54954.2.

3.5 Mailed Agenda Upon Written Request

The Clerk/Secretary, shall mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. These copies shall be mailed at the time the agenda is posted. If requested, these materials shall be made available in appropriate alternative formats to persons with disabilities. A request for notice is valid for one calendar year and renewal requests must be filed January 1st of each year. Failure of the requesting person to receive the agenda does not constitute grounds for invalidation of actions taken at the Legislative Body meeting.

3.6 Affidavit of Posting

Immediately following the posting of the notice and agenda, the Clerk/Secretary or his or her designee shall complete an Affidavit of Posting, in a form to be developed by the Clerk/Secretary. The Affidavit of Posting shall indicate the time of the posting, the location(s) of the posting, and shall be signed under penalty of perjury. The Clerk/Secretary shall retain all such affidavits, together with a copy of each notice and agenda so posted. The affidavit, notice, and agenda shall be retained at least two (2) years subsequent to the date of posting, and pursuant to Government Code § 34090, shall not be destroyed by the Clerk/Secretary thereafter except in accordance with the Town's record retention policies.

ARTICLE IV- CLOSED SESSIONS

4.1 Generally

The Legislative Body may hold closed sessions prior to, or during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by State law to hear or consider in closed session. Generally, open session regular meetings begin at 6:00 p.m. Closed session meetings may begin at 5:30 p.m. Public comment shall be permitted on closed session matters prior to the closed session. If a closed session is included on the agenda, the description of the item shall meet the requirements of and shall identify the statutory basis for the closed session. During closed session, the Legislative Body shall exclude all persons which it is authorized by State law to exclude from a closed session. No minutes of the proceedings of the Legislative Body during a closed session are required. Closed session may not be held regarding a matter not listed on a properly posted agenda for closed session except upon the Legislative Body first taking action to place the item on the agenda as a closed session item as permitted by law.

4.2 Persons Authorized

Persons present in the closed session shall be only members of the legislative body and support staff necessary to the discussion of the matter under consideration. As a general rule, closed sessions may involve only the members of the Legislative Body plus any additional support staff which may be required (e.g., Town counsel to provide legal advice; supervisor may be required in connection with disciplinary proceeding; labor negotiator required for consultation). Persons without an official role in the meeting should not be present.

4.3 Confidentiality

No person attending a closed session shall publicly discuss or otherwise reveal the proceedings in the closed session unless such publication has been approved by the vote of the Legislative Body taken during the closed session or as otherwise required by law. Violation of this rule shall subject the violator to censure by the Legislative Body as provided in Section 10.5 herein.

4.4 Public Reports

Before recessing into closed session, the Presiding Officer or General Counsel shall announce that the Body is recessing into closed session and shall name each closed session topic that will be discussed in closed session in at least as much detail as shown on the agenda.

Upon leaving closed session, the Presiding Officer or General Counsel shall report publicly any reportable actions taken on a closed session matter and, if any vote was taken, shall announce that the matter was put to a vote, the results of the vote, and how each Legislative Body member voted.

ARTICLE V - AGENDA CONTENTS

5.1 Preparation of Agendas

Barring insurmountable difficulties, the agenda shall ordinarily be delivered to the members of the Legislative Body on Thursday (as an informal deadline) preceding the meeting to which it pertains. The agenda shall also be available to the general public at the time it is delivered to the members of the Legislative Body, or in any case as required by the Brown Act.

The Clerk/Secretary or his/her designee shall prepare an agenda for each Legislative Body Meeting. Items of business may be placed on the agenda at the direction of the Town Manager, or by a vote of the Legislative Body during discussion of Future Agenda Items at a Legislative Body Meeting.

Notwithstanding the foregoing, the Town Manager generally has responsibility for setting the agenda for the Legislative Body (except for any Commission where the responsibility may be assigned to the Town Manager's designee), and may place matters on the agenda in accordance with the Manager's evaluation of administrative priorities and resource capacities of Town.

5.2 Description of Matters

All items of business to be transacted or discussed at a meeting of the Legislative Body, shall be briefly described on the agenda. The description may, but need not, set out the specific action or alternatives which will be considered by the Legislative Body, but should contain sufficient detail so that a person otherwise unaware could determine the general nature or subject matter of the item by reading the agenda. The description of closed session matters shall meet the requirements of Government Code Sections §54954.2 and, where applicable, §54954.5. Matters may be designated as "pending" and listed for the sole purpose of determining if they will be on a future agenda.

5.3 Action Items

(a) Matters may formally be adopted by an ordinance, a resolution, minute order, or other motion (thereafter recorded by minute entry). Technically, all three are equally as legally effective and binding but vary in the formality of respective memorialization. While most actions will be presented to the Legislative Body in a written form prior to, or at, the meeting, the Legislative Body may amend any proposed action as written by carried motion of the Legislative Body at the time of its presentation for adoption. If an action as written is so amended by the Legislative Body, it shall be revised to reflect the Body's amendments for later execution by the Presiding Officer.

(b) Besides ordinances and resolutions, action can be taken by motion and recorded as a minute order. A "minute order" denotes a Legislative Body action which is recorded simply by an item entered in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

(c) As a general rule, a recorded majority of the quorum for a Legislative Body may take an action. However, for the Town Council, resolutions, orders or the payment of

money, and all ordinances require a recorded majority vote of the total membership of the Town Council. Some actions, such as the passage of an urgency ordinance or adoption of a resolution of necessity to condemn property, require a super-majority vote. Under the Political Reform Act of 1974, a member with a financial conflict of interest regarding a matter before the member's board must leave the room while that matter is being discussed, heard, or acted on. In such a case, the member is counted as absent during the vote on that matter, and cannot be counted towards the quorum for the matter. If the member leaves the room for any other reason, the member's vote shall be recorded as an abstention, and the abstaining member shall be counted in determining whether a quorum of the Legislative Body is present.

5.4 Resolutions

(a) A "resolution" is a formal action with findings taken by the Legislative Body, generally pre-prepared in writing, designated by sequential number, and reference to which shall be inscribed in the minutes and an approved copy of each resolution filed in the official book of resolutions of the Legislative Body. Resolutions are used when specifically required by law, when needed as a separate evidentiary document to demonstrate findings or to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

(b) A resolution may be adopted at the same meeting it is presented. Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Article XI, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

(c) Where a resolution cannot reasonably be prepared in advance of a meeting, the Legislative Body may instruct the Town Manager or the General Counsel to prepare a resolution for presentation at the next Legislative Body meeting. Where urgent, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Article XI, shall be followed.

5.5 Ordinances (Town Council Only)

(a) The Town Council is the only Legislative Body empowered to legislate the Yucca Valley Municipal Code by adoption of ordinances.

(b) Ordinances, other than urgency ordinances, require at least two readings at different meetings held at least five days apart with the first reading considered to be introduction and the second adoption.

(c) A waiver of further readings requires a majority vote of the Council members present and voting. The waiver of further reading may be accomplished by one vote for all ordinances presented on the agenda of the present meeting. Government Code Section 36934.

(d) The Clerk/Secretary shall prepare copies of all proposed ordinances for distribution to all members of the Town Council at the meeting at which the ordinance is introduced, or at such earlier time as is expedient. Ordinances shall be numbered and kept by the clerk/secretary with the same formality as resolutions as described above in Section 5.4.

(e) An urgency ordinance is an ordinance adopted for the immediate preservation of the public peace, health and safety, containing a declaration of facts constituting the urgency. An urgency ordinance takes effect immediately and requires four-fifths vote of the Town Council for passage pursuant to Government Code § 36937.

5.6 Contracts and Agreements

When any contract or agreement is to be considered by the Legislative Body, the complete contract and agreement, if complete in form for execution, shall be made a part of the agenda package presented to the Legislative Body and shall be made available for viewing by the public within the time frames required under the Brown Act and/or the California Public Records Act (Government Code §§ 6250 through 6276.48). The Legislative Body may choose to leave the final form of the contract to the discretion of General Counsel if the Legislative Body has determined the general conditions of the contract.

5.7 Limitation of Actions by Agenda

No action or discussion shall be taken by the Legislative Body, on any item not appearing on a posted agenda, subject only to the exceptions listed in Section 5.9 below. "Action taken" as used herein shall mean a collective decision made by a vote of the Legislative Body, a collective commitment or promise by a vote of the Legislative Body to make a positive or a negative decision, or an actual vote of the Legislative Body upon a motion, proposal, resolution, order, or ordinance.

5.8 Public Comment Period

Pursuant to Government Code § 54954.3, every agenda posted for any meeting shall contain an item entitled "Public Comment" in order to provide for an opportunity for the public to address the Legislative Body on items of interest to the public within the Legislative Body's subject matter jurisdiction. The public comment period should be conducted in accordance with Article VII.

5.9 Exceptions to Agenda Requirement for Action Taken

The Legislative Body may take action at a meeting on an item not appearing on the agenda for that meeting only under one of the following circumstances:

(a) Upon a majority determination that an "emergency situation" that is either (i) a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, or (ii) a dire crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a Legislative Body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both. All discussion of such emergencies must be in open session.

(b) Upon a determination by a two-thirds (2/3) vote of the Legislative Body, or if less than two-thirds of the Legislative Body are present by a unanimous vote of those members present, that the need to take action arose subsequent to the agenda posting. For the purposes of this subsection, the term "need to take action" shall mean those circumstances whose occurrence creates a situation which is materially different from that which existed at the time the agenda was posted, and which requires the immediate attention of the Legislative Body. The mere failure of any person to notify the Legislative Body or staff of a pre-existing situation requiring Legislative Body attention until after the time for the posting of the agenda shall not be deemed to constitute a "need to take action" hereunder. If the Legislative Body makes a determination pursuant to this subsection, the minutes of the meeting at which the determination is made shall reflect what circumstances gave rise to the "need to take action" and why the item could not be placed on the agenda.

5.10 Minutes and Recordings

(a) An account of all proceedings of Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare Summary Minutes of the meetings proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available.

(b) Any recording of Legislative Body meeting made by or at the direction of the Legislative Body is a public record that must be retained and made available to the public for at least 30 days or until the minutes of that meeting are approved, whichever is longer. The Legislative Body must provide to the public, without charge, equipment to review the record.

(c) The Clerk/Secretary may prepare Action Minutes of the meetings, in lieu of Summary Minutes, when the full meeting recording is made available and kept permanently. The Legislative Body must provide to the public, without charge, equipment to review the record. Copies of the record can be made available with payment of standard reproduction costs.

ARTICLE VI – ORDER OF BUSINESS

6.1 Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Clerk/Secretary unless the Legislative Body votes to take items out of order. The order of business at meetings of the Legislative Body may be as follows, in accordance with the procedures specified below:

- (a) Roll Call.
- (b) Announcement of Closed Session Items, if applicable.*
- (c) Public Business from the floor on closed session items.*
- (d) Recess.

- (e) Reconvene Regular Meeting.
- (f) Pledge of Allegiance.
- (g) Invocation
- (h) Closed Session Report, if applicable.*
- (i) Presentations, Introductions, Recognitions
- (j) Agency Reports.
- (k) Approval of Agenda
- (l) Consent Items. (See Section 6.3 below.)
- (m) Public Hearings.
- (n) Department Reports.
- (o) Future Agenda Items
- (p) Public Comments
- (q) Staff Reports and Comments
- (r) Mayor and Council Reports and Comments
- (s) Announcements
- (t) Announcement of Closed Session Items, if applicable**
- (u) Public business from the floor on closed session items, if applicable**
- (v) Closed Session Report, if applicable**
- (w) Adjournment.

***if Closed Session is held at 5:30 p.m. prior to Regular Meeting.**

****if Closed Session is held at conclusion of Regular Legislative Body business.**

6.2 Call to Order

The meeting of the Legislative Body shall be called to order by the Presiding Officer, or the Vice-Chair in the Presiding Officer's absence. In the absence of both the Presiding Officer and Vice Chair, the meeting shall be called to order by the Clerk/Secretary and the Legislative Body members present shall elect by majority vote a Presiding Officer for that meeting.

6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law. Notwithstanding the foregoing, an ordinance adopting another code by

reference shall be adopted in accordance with the procedure set forth in Government Code section 50022.1, *et seq.*

(b) Any matter where the Town Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

6.4 Town Representatives and Advisory Bodies (Town Council Only)

(a) From time to time the Council may be required to assign a representative of the Town to non-Town boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-Town organization, the Mayor shall nominate all such appointments of Town representatives on non-Town organizations, and the appointment shall be by a vote of the Council. Council appointments to non-Town organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-Town organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the Town Council's power to remove appointees pursuant to subsection (c) below.

(b) The Town Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the Town government with such jurisdiction and duties as the Council may specify. (a) All Town board and commission appointments, except for ex officio members where applicable, shall be made by a vote of the Town Council; (b) A member of a Town board or commission shall first be nominated by the newest elected or appointed Council Member, subject to a motion to appoint by the nominating Council Member and subsequent appointment by a vote of the Town Council; (c) Unless otherwise provided by law, or

by ordinance or resolution, or unless by the very nature of the situation the provisions hereof may not be made applicable, the terms of all members of boards and commissions of the Town shall coincide with the unexpired term of the Council Member nominating the board or commission member, provided that interim vacancies shall be filled by appointment of the unexpired term of the member replaced. A vacancy in the Council shall result in the expiration of the term of the board or commission member nominated by the outgoing Council Member. In such a case, the Council may appoint an interim member of the board or commission until the Council vacancy is filled and the incoming Council Member nominates a new member of the board or commission. This rule shall not, however, apply in regard to a newly established board or commission to which initial appointments are made on a staggered term basis, provided that the longest such term shall not exceed the term of the Council Member nominating the appointee. There is no maximum number of terms that may be served by any individual commissioner. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Unless otherwise provided by law or by ordinance of the Town Council, all members of any committee, board, or commission of the Town appointed by the Town Council shall be, initially and during their incumbencies, bona fide residents of the Town.

iv) Unless otherwise provided by law or by ordinance, each committee, board, or commission of the Town shall, annually, choose one of its members as Chairperson and Vice Chairperson. Upon being properly agendized and upon a vote of the committee, board, or commission, the seated Chairperson and/or Vice Chairperson may be removed prior to the expiration of their terms as Chairperson and/or Vice Chairperson. Each Chairperson and Vice Chairperson shall have the authority and perform such duties as are commonly associated with their respective titles, or as may be specifically provided by law, by ordinance, or by this Manual. Vacancies in either such position may be filled as in the first instance, and a new Chairperson or Vice Chairperson may be chosen at any time by a vote of the members of the committee, board, or commission.

v) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the Town Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full Town Council. Staff members may be assigned to assist any Council-created committee by the Town Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, any member of a board or commission of the Town may be removed from office at any time, with or without cause, by a vote of the Town Council, except in cases where the Mayor or Town Council is not the appointing authority, in which case such regular appointing authority may exercise the power of removal.

6.5 Budgets

The Town Council shall have the power to approve the Town budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not constitute authorization for any specific employment class or position.

6.6 Items from Members

(a) There is a specific item on the agenda entitled Mayor and Council Member Reports and Comments, for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences and seminars, for requests by members that staff look into specific matters or similar matters. These matters may not be discussed, opined upon or deliberated, and if they do not concern a matter on the agenda, shall be handled by the Presiding Officer according to the same procedures set out for Public Comment in Section 7.3. No action may be taken on such matters without being placed on a subsequent agenda.

(b) There is an agenda item referred to as Future Agenda Items, where members can request items to be placed on a subsequent agenda. Approval requires agreement of three council members

(c) There is an agenda item referred to as Staff Reports and Comments. This may be used by the Town Manager and Department Directors similarly to the item for members of the Legislative Body in Subsection (a) above to make announcements without separately listing the matter on the agenda, and subject to the same restriction that there may be no discussion or action on such matter.

ARTICLE VII- PUBLIC COMMENT AND PRESENTATIONS

7.0 Town Council Meeting Presentations

Town Council presentations are for providing information to the Mayor and Council, Town management, and the community about activities of interest and value to include activities, events and infrastructure projects relating to the Town, honors and celebrations for organizations, corporations and residents which reflect their service to the Yucca Valley community, honors and recognitions for Town staff for outstanding service or commitment to the Town's mission and goals. Please Note: This is not the appropriate time to seek funds from the Town and/or endorsements from Town Council or discuss politics.

All presentations are to be a summary level presentation, usually lasting no more than five to ten minutes in length; this is to include all speakers for the group being recognized. Please see the attached "Exhibit B" for a complete copy of the Yucca Valley Town Council Meeting Presentation Policy contained and incorporated as an exhibit to the Manual of

Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings for the Town of Yucca Valley.

7.1 Public Comment

Every agenda for a Town Council Meeting shall provide a period for members of the public to address the Council on items of Town business that are not on the agenda but are within the subject matter jurisdiction of the Town Council. With regard to matters not on the agenda, the Legislative Body may ask questions of persons who raise new matters during the General Public Comment period or otherwise, and the Presiding Officer should handle such matters as provided in Section 7.3, below. However, all Legislative Body questions must be limited to facts-only informational inquiries, and the Legislative Body may not discuss the merits, express any opinions or ask questions that convey opinions or thought processes with respect to any non-agendized issue. The public shall also be afforded the right to comment on every numbered item appearing on the agenda prior to the Legislative Body's consideration of that item, as provided in Section 7.4 below.

7.2 Time Limitations

The time limit to speak for public comments is up to three (3) minutes on each numbered item on the agenda. These limits do not apply to parties to agenda items (e.g., project applicants, condition use permit applicants, etc.). All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer or a vote of the Legislative Body may extend time if they find such extension is reasonably necessary to allow the speaker to compete his/her message without repetition or unnecessary tangents.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. However, if an item is pulled from the Consent Calendar, a member of the public may speak on the agenda item at the time the item is considered by the Legislative Body.

7.3 Proclamations and Recognitions of the Town Council

Organizations or individuals seeking a Proclamation or Special Recognition should forward any such request to the Town Clerk. Any such request received by the Town Clerk will be forwarded to the Mayor for consideration. Proclamations and Special Recognitions authorized by the Mayor are not Official Policy Statements or Positions of the Town Council, and are intended for the ceremonial support of civic achievements benefitting the community as a whole. Such requests should be non-controversial and non-political in nature.

7.4 Additional Procedures for Public Comment on Agenda Items

(a) Members of the public shall have the opportunity to address the Legislative Body on each and every numbered item listed on the agenda. Public comment on agenda items must be heard prior to the Legislative Body's consideration/discussion of the item.

(b) In order to facilitate correct minutes of the Legislative Body meeting, the Town requests that members of the public wishing to address the Legislative Body complete a "Request to Speak" form, provided at the meeting room, and present it to the Clerk/Secretary

prior to the Legislative Body's consideration of the item. A "Request to Speak" form should be completed for *each* item when an individual wishes to speak. When recognized by the Presiding Officer, speakers should be prepared to step forward and announce their name and address for the record. Notwithstanding the foregoing, a member of the public shall not be prohibited from speaking for failure to provide his or her name and/or address.

(c) The purpose of the public comment period is to receive input from the public, not to create a debate between the Members and the public. Members should generally refrain from debating members of the public during the period for public comment, but if Members desire to clarify comments by members of the public, they may ask factual questions, and if necessary, should do so during the public comment period.

(d) The Presiding Officer should clearly open and close the public comment period. After the close of the public comment period or after a motion has been made, no member of the public shall address the Legislative Body without first securing permission of the Presiding Officer.

ARTICLE VIII- NOTICED PUBLIC HEARINGS

8.1 Public Hearings; Notice; Fairness

(a) Matters noticed to be heard by the Legislative Body shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made. The order of the Public Hearing may be as follows, in accordance with the procedures specified below:

- i) Announce item
- ii) Town Clerk report of correspondence received in favor/opposition
- iii) Staff Presentation
- iv) Open Public Hearing
- v) Presentation from applicant or appellant
- vi) Presentation of persons in favor/in opposition to action
- vii) Questions of speakers
- viii) Rebuttal comments by applicant or appellant
- ix) Closing Remarks by staff
- x) Close public hearing
- xi) Questions of Staff
- xii) Commission/Council Discussion
- xiii) Motion
- xiv) Second
- xv) Discussion
- xvi) Vote

(b) Legislative Body members shall not overtly or implicitly promise a particular action by Town staff or by any Legislative Body. Where a Legislative Body member is contacted about an issue that will be presented to any Legislative Body of the Town, it is appropriate to give a brief overview of Town policy, to refer to Town staff for further

information, or to suggest that the concern be brought to the whole Council at the hearing or Council meeting, as appropriate.

(c) All public hearing notices shall be issued and published in compliance with any statutory notice requirements applicable to the particular hearing at issue and such notice shall inform interested persons of the Statute of Limitations to challenge the validity of any action taken by the Legislative Body on such matter.

(d) In all matters before a Legislative Body, whether public hearing or otherwise, the Legislative Body must judge the matter fairly and without personal bias. Although every Legislative Body member has a right to their own personal opinions, Legislative Body members should by their demeanor show an ability to listen to a variety of viewpoints and demonstrate a reasonable willingness to consider all sides of an issue before them. For quasi adjudicative matters involving public hearings, the members of the Legislative Body shall not prejudice the matter prior to the public hearing, shall be fair and impartial, and shall decide the matter based upon the evidence and the statutorily required findings.

(e) For such matters, Legislative Body members should avoid expressing an opinion or divulging their thought process until after the public hearing has been completed.

8.2 Continuance of Hearings

(a) Any hearing being held or noticed or ordered to be held by the Legislative Body may, by order or, notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided for adjourned meetings.

(b) When it is the decision of the Legislative Body to continue an item which appears on the agenda, prior to hearing any report, testimony or taking evidence on the item, the Legislative Body may make such intent known at the beginning of the meeting. At that time the public shall be offered the opportunity to speak regarding the intent to continue the item. At the time regularly scheduled for the hearing of the item, the Legislative Body shall then take action to continue the item after again informing the public of the intent to continue the matter. No testimony or evidence shall be taken at that time unless the speaker will not be available at the continued hearing date.

(c) When the Legislative Body has continued the public hearing on an item after its commencement, persons testifying at the first public hearing shall be permitted to again address the Legislative Body on the item at the renewed hearing subject to the finding of the Presiding Officer that the testimony is not redundant. Upon such finding the time allotted for testimony by the individual may be summarily reduced.

(d) Continuances of a public hearing to a date certain need not be re-noticed unless (i) the hearing has not been continued to a date certain, or (ii) has been continued three or more times and the Presiding Officer believes confusion may be created as to the time of the hearing.

8.3 Conduct of Hearings

(a) When a matter for public hearing comes before the Legislative Body, the Presiding Officer shall request that staff present the staff report and any other relevant evidence, but the presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing. The Presiding Officer shall permit members of the Legislative Body to ask questions of staff, but should prevent expressions of opinion by members of the Legislative Body before the conduct of the hearing.

(b) The Presiding Officer shall thereafter open the public hearing and inquire if there are any persons present who desire to address the Legislative Body on the matter. Any person desiring to speak or present evidence upon being recognized, may speak or present evidence relevant to the matter being heard. Any testimony shall be truthful.

(c) Members of the Legislative Body who wish to ask questions of the speakers, during the public hearing portion, may do so but should be mindful that the purpose of the public hearing is to obtain testimony and evidence from the speakers, and not to debate the merits of the matter with speakers. Members should avoid debate and expressions of personal opinion until after the close of the public hearing. Unlike public comment periods, generally there should be no response to speaker comments until after the close of the hearing. The Presiding Officer shall conduct the hearing in such a manner as to afford due process to all affected persons.

(d) All persons interested in the matter being heard by the Legislative Body shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the Clerk/Secretary as part of the record. Each speaker may only speak once during the public hearing unless the Legislative Body requests additional clarification later in the process.

(e) Upon closing of the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the Legislative Body without reopening the public hearing. If, however, the Legislative Body receives relevant new evidence after the close of the public hearing and such new evidence may impact the Legislative Body motion or vote, a vote of the Legislative Body may re-open the public hearing to obtain public comments upon such new evidence.

(f) The Presiding Officer has the prerogative to establish special rules, such as to require group spokesmen, to limit the number of speakers to limit the total time for testimony to allow speakers to give time to others, or otherwise control the hearing, provided that (i) speakers are treated fairly, and that (ii) any such special rules are announced in advance of their application. The Presiding Officer always retains the prerogative to cut off speakers who are unduly repetitious, and to permit the extension of time to speakers.

8.4 Extra-Meeting Contacts on Matters Set for Public Hearing

(a) Legislative Body members should minimize their contacts with developers, applicants, or other persons who will be the subject of a quasi-adjudicative public

hearing matter to be heard before the Legislative Body. Legislative Body members should avoid extra-meeting contacts with persons who will be the subject of a public hearing before the Body or with advocacy groups or special interests.

(b) If a Legislative Body member is contacted directly by such person outside the meeting setting, the member shall refrain from expressing any viewpoints or thought processes to the person until after the public hearing. The Legislative Body member may explain that they are unable to express any viewpoint on the matter until all evidence has been heard in the course of a public hearing and should encourage any such person to present their position in writing or orally at the public hearing.

(c) At the commencement of the public hearing, the Legislative Body member must disclose publicly any extra-meeting contacts or discussions had which may be relevant to the decision.

(d) The limitations set forth in this Section shall not be read as preventing a Legislative Body member from inspecting a site that will be relevant to a public hearing, although such sight inspection should be disclosed on the record at the beginning of the public hearing.

ARTICLE IX - OFFICERS

9.1 Selection of Mayor/Mayor Pro Tem (For Town Council Only)

(a) The Town Council reorganizes at the first meeting in December, or, in a councilmanic election year, at the meeting immediately following a certification by the County of San Bernardino Registrar of Voters, whichever is later. Traditionally the Mayor Pro Tem is nominated as Mayor and the next Mayor Pro Tem is nominated according to seniority. Seniority is based on the number of votes received in the member's election cycle, in the order in which the election cycle takes place, including any special election. Later election cycles or special elections do not supersede the seniority rotation in place prior to such elections. Appointed members will be junior in seniority to all other members seated at the time of appointment. While considering Council tradition, the Town Council may choose to nominate and confirm through a vote any member of the Council for Mayor and Mayor Pro Tem based upon qualifications, need, or other criteria as may be appropriate at any given time.

(b) Upon being properly agendized and upon an affirmative vote of four/fifths (4/5) of the members of the Town Council, the seated Mayor and/or Mayor Pro Tem may be removed prior to the expiration of their terms in office for actions or inactions which have caused detrimental harm to the Town of Yucca Valley. Said actions or inactions include, but are not limited to: (i) gross negligence in performance in his/her duties; (ii) conduct unbecoming the position held; (iii) actions outside his/her scope of authority. Upon removal, the Council shall consider appointment of a Mayor and/or Mayor Pro Tem in the manner stated above. The new Mayor and/or Mayor Pro Tem shall serve the remaining term of the replaced officer(s) and shall be eligible for reappointment.

9.2 Presiding Officer

(a) The meeting shall be presided over and chaired by the Presiding Officer, or, in the Presiding Officer's absence, the Vice Chair. The Presiding Officer shall have the authority to rule any speaker out of order, including speakers during the public comment period if the subject raised is not within the subject matter jurisdiction of the Legislative Body, or during a public hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing. The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Legislative Body or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, to caution speakers as to disruptive behavior, and to order any persons willfully interrupting the meeting to be removed from the room, including as provided in Article X.

(b) The Vice Chair shall generally take the place of the Presiding Officer in the absence of the Presiding Officer. In the absence of the Vice Chair, the Presiding Officer may call any other member to take his or her place as Presiding Officer; such substitution not to continue beyond adjournment.

(c) Any determination made by the Presiding Officer may be appealed by the making of a Motion to Appeal the Ruling by any other member of the Legislative Body. The Presiding Officer's determination will stand unless a vote of the Legislative Body members vote in favor of the Motion to Appeal the Ruling, in which case the ruling of the Presiding Officer will be overridden. The Motion to Appeal the Ruling is governed by the Chart of Motions attached as Exhibit A.

9.3 Representation of Legislative Body

(a) The Mayor is the designated representative of the Town and the Town Council for purposes of presenting and expressing the official Town position on an issue. If individual members of the Council or other Legislative Bodies are contacted by the media for a statement of official Town position, the member should refer such inquiries to the Town Manager. Otherwise public or media statements by a Legislative Body member should be clearly characterized as comments upon a personal viewpoint. Notwithstanding California Family Code section 400.1, allowing Mayors to officiate and perform marriages, it is the policy of the Town that neither the Mayor nor other public official shall be allowed to perform marriages of any form in his or her capacity as Mayor or as a member of the Town Council.

(b) Members of the Town Council may use official Town letterhead to correspond with other public officials and with consultants but any such correspondence shall state that the views expressed therein are personal and not the position of the Town unless the Town Council has officially adopted such position. No commission or Sub-Legislative Body may take a position officially representing the Town unless authorized to do so by the Town Council.

9.4 Email Policy

(a) Members of the Legislative Body are provided with Town email accounts which may be utilized for the conduct of Town business, including communications with constituents. Members should be aware that all such communications may be subject to the Public Records Act (Gov't Code Section 6200). Use of private email accounts for Town business may also make them subject to disclosure.

(b) Members of the Legislative Body are subject to the Brown Act in the use of email. Email communications may not be used to develop a collective consensus or decision on any matter. Email communications to the entire Body should be avoided but may be permitted to provide factual information, for example such as arranging an event, where no discussion or exchange of opinions on a matter within the jurisdiction of the Legislative Body is initiated or occurs.

9.5 Clerk/Secretary

The Clerk/Secretary or his/her deputy shall attend all meetings of the Legislative Body unless excused, and shall keep the official minutes and perform such other duties as may be requested by the Legislative Body.

9.6 Town Manager

The Town Manager, or designee, shall attend all meetings of the Legislative Body unless excused. The Town Manager may make recommendations to the Legislative Body and shall have the right to take part in all discussions of the Legislative Body, but shall have no vote. The Town Manager shall provide the Legislative Body with a staff report providing sufficient information to be the basis for any action by the Legislative Body at its meeting. Any officer or employee of the Town, when directed by the Town Manager, shall attend any meeting of the Legislative Body and may present information relating to matters before the Legislative Body. The Town Manager also serves as the primary point of contact for the Town Council. Town Council inquiries regarding Town matters should not be directed to Town staff, but rather toward the Town Manager for further delegation and response.

9.7 General Counsel

(a) The General Counsel, or deputy, shall attend all meetings of the Town Council unless excused and shall upon request of any member give an opinion, either written or oral, on questions of law. The General Counsel, or deputy, shall attend all meetings of such other Legislative Bodies as directed by the Town Council or Town Manager. The General Counsel serves as advisory parliamentarian for the Town and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Presiding Officer, subject to the appeal of the full Legislative Body pursuant to Section 3 of Article XI, below. All ordinances and resolutions and all contracts, deeds, easements or other legal instruments shall be approved as to form and legality by the General Counsel. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to the General Counsel for a ruling.

(b) Any member of the Legislative Body may request from the General Counsel a legal opinion regarding any matter related to the interests of the Town. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the Town Manager or by a vote of the Legislative Body. The General Counsel is the legal representative of the Town acting through its Legislative Body. There is a continuing legal question as to whether the General Counsel may have an attorney-client relationship with any individual member of the Legislative Body or the Town staff. As a consequence any discussion with the General Counsel which leads to the conclusion that the interests of the Town are at risk must be revealed to all relevant members of the Legislative Body and the Town staff by the General Counsel. The General Counsel shall not have an attorney-client relationship with individual councilmembers. The General Counsel is required to maintain the confidentiality of such communications from persons outside the Town to the extent required or permitted by law and the code of ethics.

(c) The General Counsel has no statutory duty or authority under the Political Reform Act to provide Political Reform Act advice to any Legislative Body member but should provide advice to members when requested. However, a Legislative Body member may not rely on advice from the General Counsel to provide him or her with immunity from FPPC enforcement or prosecution. Such immunity may be obtained only through a written advice letter obtained from the FPPC, on the question in issue, by the Legislative Body member. A Legislative Body member enjoys no privilege of attorney/client confidentiality in reviewing these matters with the General Counsel. Any advice given to an individual member of a Legislative Body cannot be withheld from the rest of the Town or Legislative Body. If, after receipt of an opinion of the General Counsel, the Legislative Body member wishes to participate in the decision making process with immunity from prosecution or enforcement, the General Counsel shall assist the Legislative Body member in making direct contact with the FPPC for informal or formal advice upon which the Legislative Body member can rely.

(d) *[Town Council Only]*. It often happens that other jurisdictions or the League of California Cities or other regional or statewide association will ask the Town to participate in the filing of a letter or brief before a court in a matter deemed to be of concern to all or a great many cities. These “friend of the court” or “amicus” briefs have the effect of informing the court how widespread will be its opinion and how that opinion will affect cities. Such participation is normally without direct cost to the Town. In considering whether to direct General Counsel to file an amicus brief, the Town Council shall consider whether such brief would represent or propose a position that conflicts with, or causes strife amongst, other Town-related interests such as, without limitation, the interests of employee organizations, law enforcement or public safety:

i) Upon receipt of the request, the General Counsel shall make the request available through the Town Manager to the Council. Upon a determination by any Council member that there is an interest in participating in the action in the manner proposed, the Council member shall inform the Town Manager or General Counsel who shall place the matter as an item for discussion in closed session on the agenda of the next Legislative Body meeting. The General Counsel may otherwise place an amicus request on the agenda on his or her initiative.

ii) In lieu of the foregoing process, where there is urgency to the matter, General Counsel is authorized to undertake the filing of the letter or brief where (a) the General Council has reviewed the legal issues presented by the case and has determined the participation in the friend of the court brief would protect or advance the Town's legal interests; (b) joinder in the brief is consistent with existing Town ordinances, resolutions or policies; (c) The League of California Cities and/or its Legal Advocacy Committee is recommending this Town join the brief;

iii) Approval given to General Counsel to defend, or seek or refrain from seeking, appellate review or relief, or to enter as an amicus curiae (i.e. "friend of the court") in any form of litigation as the result of a closed session consultation shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

9.8 Conflicts of Interest

All Legislative Body members are subject to the provisions of California Law, such as Chapter 1, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Legislative Body. Any Legislative Body member prevented from voting because of a conflict of interest shall refrain from in any way participating in the matter giving rise to the conflict. Where abstention from a matter is made on the basis of a conflict of interest arising from a financial interest in the decision, the Legislative Body member shall announce their abstention from the matter when it is first opened, and then shall set forth the reason for the abstention with the degree of specificity at least equal to the disclosure of the Legislative Body member's financial interests on the Legislative Body member's annual statement of financial interests; immediately after such announcements, the Legislative Body member shall leave the room. The Legislative Body member shall not overhear the staff report, participate in the discussion or deliberations and shall not otherwise make or participate in making the decision or in any way attempt to use his or her official position to influence the decision. This shall not prevent the conflicted Legislative Body member from coming before the Legislative Body solely during the public comment period as an affected citizen to state his/her opinion on how the matter impacts their disqualifying interests.

9.9 Reserved

9.10 No Financial Interest in Contracts

A member of a Legislative Body shall not have a financial interest in a contract within the meaning of (Government Code §1090 *et seq.*) made in their official capacity and such contract shall be null and void whether the member participates in the making of the contract or not.

9.11 Ethical Standards

A member of a Legislative Body shall maintain the highest ethical standards and shall adhere to all laws and the ordinances and regulations of the Town in carrying out their duties.

ARTICLE X– DECORUM AND ORDER

10.1 Decorum and Order – Legislative Body Members

(a) Any member of the Legislative Body wishing to speak, or any member of the public wishing to address the Legislative Body must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any member of the Legislative Body who seeks the floor when appropriately entitled to address the Legislative Body. The Legislative Body member shall confine himself or herself to the question or subject under debate.

(b) Any member of the Legislative Body, including the Presiding Officer, may bring a matter of business properly before the Legislative Body for decision by making a motion. Any Legislative Body member, including the Presiding Officer, except the Legislative Body member making the motion, may second a motion. Once a motion is seconded, it may be opened for discussion and debate.

(c) The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Legislative Body.

(d) A Legislative Body member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a Point of Order is raised by another Legislative Body member, or unless the speaker chooses to yield to questions from another Legislative Body member.

(e) Any Legislative Body member called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall comply with ruling of the Presiding Officer.

(f) Legislative Body members shall accord the utmost courtesy to each other, to Town or Legislative Body employees, and to the public appearing before the Legislative Body and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities, which disrupt, disturb or otherwise impede the orderly conduct of the Legislative Body meeting.

(g) Any Legislative Body member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a vote of the Legislative Body shall require the member to so act.

(h) The members of the Legislative Body shall not engage in communications between themselves during the Legislative Body meeting (including breaks) regarding matters being considered on the agenda unless and until the Legislative Body has opened that agenda

item. In order to minimize exposure to a Brown Act violation, Legislative Body members are discouraged from discussing any Town business during breaks or before and after meetings; Town business may only be discussed by a quorum of Legislative Body members when it is opened as a duly-noticed agenda item.

(i) The members of the Legislative Body shall always be attentive and show respect to those addressing the Legislative Body provided that nothing shall prevent the enforcement of the rules of decorum herein.

(j) No Legislative Body member attending a meeting of another Town commission or committee shall make any statement or, give the appearance or indicate in any way that they are representing the Legislative Body unless they have been authorized to do so by the Legislative Body. When making a comment at such a meeting, the Legislative Body member should make it clear that they are speaking solely as an individual. Unless officially appointed to participate on a committee, Legislative Body members should make an effort not to insert themselves into or take positions on matters which will ultimately be decided upon by the Legislative Body.

(k) The Legislative Body may punish its own members for misconduct pursuant to Section 10.5.

10.2 Decorum and Order – Employees

(a) Members of administrative staff and employees of the Legislative Body shall observe the same rules of procedure and decorum applicable to Legislative Body members. The Town Manager shall ensure that all staff and employees observe such decorum. Any staff members, including the Town Manager, desiring to address the Legislative Body or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to anyone individual Legislative Body member or member of the public.

(b) Questions of Town staff and/or requests for follow-up or additional background information should be directed only to the Town Manager, General Counsel, Deputy Town Manager or Department Directors. The Office of the Town Manager should be copied on any request, except those to the General Counsel. When in doubt about what staff contact is appropriate, Legislative Body members should ask the Town Manager for direction. Materials supplied to a Legislative Body member in response to a request will be made available to all members of the Legislative Body so that all have equal access to information.

(c) Legislative Body members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

10.3 Decorum and Order – Public

(a) Members of the public attending Legislative Body meetings shall observe the same rules of order and decorum applicable to the Legislative Body. All remarks and questions should be addressed to the Presiding Officer and not to any individual Legislative Body member, staff member, the public, directly to the media, video or camera recordings or other person.

(b) Any person conducting their public remarks or behavior before the Legislative Body in such a way as to cause disruption to the conduct of the meeting may be removed from the room by the sergeant-at-arms as directed by the Presiding Officer. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar disruptive demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-at-arms to remove such offenders from the room or call a recess of the meeting. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer.

(c) Members of the public shall be allowed to video or audio record a public meeting from an area that is reasonably designated by the Town for such audio/video recording, unless such recording becomes an actual and unreasonable disruption to the Legislative Body's ability to carry-out the meeting.

10.4 Enforcement of Decorum

(a) The San Bernardino Sheriff's Captain or designee shall be ex-officio sergeant-at-arms of the Legislative Body. He shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining order and decorum in the Legislative Body meeting. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-at-arms to eject any unruly person from the Legislative Body meeting chamber or place him or her under arrest or both for conduct actually disrupting to the Legislative Body proceedings. Such person may be barred from further participation in the meeting.

(b) Generally, if the Presiding Officer intends to eject a person for disruption of a meeting, a public warning should be issued. Examples of remarks or behavior that cause actual disruption of the Legislative Body proceedings include:

- Unauthorized remarks from the audience, stamping of feet , whistles, yells, outbursts, catcalls, cursing, applause, offensive or obscene gestures or similar demonstrations which disrupt, disturb or otherwise impede the Legislative Body proceedings
- Interrupting speakers or speaking when not recognized
- Calling members of the audience names or threatening them
- Extended discussion of matters beyond the jurisdiction of the Legislative Body
- Physical threats to any person
- Shouting into the microphone
- Dumping objects on the floor of the chamber where the proceeding is held for symbolic or other reasons
- Speaking beyond the time limits

- Being unduly repetitious
- (c) Examples of non-disruptive conduct include:
- Silent gestures by members of the audience, such as a thumbs up or thumbs down that are not otherwise disruptive of the meeting
 - Catcalls or booing during a time allowed for applause that does not otherwise disrupt the meeting
 - Criticisms of public officials or staff during a time reserved for public comment that does not otherwise violate Council procedures and does not disrupt the meeting

(d) As set forth in Government Code § 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Legislative Body members may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the Legislative Body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

10.5 Censure of Legislative Body Members

(a) It shall be a violation of this section for any sitting member of a Legislative Body to violate any general law or regulation, and any, rule, law, ordinance or resolution of the Town of Yucca Valley. It shall also be a violation of this section for any sitting member of a Legislative Body to violate an administrative policy of the Town which has been adopted following a vote of the Legislative Body or the Town Council on the matter and which by its terms is expressly made applicable to the Legislative Body.

(b) Any violation of the foregoing paragraph by a Legislative Body member may be punished through the administration of a public censure of the member by the member's Legislative Body. Such censure may be in addition to any other punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a statement of disapproval of a Legislative Body member's conduct.

(c) When evaluating a request for defense made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Legislative Body. Such record shall not be determinative. Failure of the Legislative Body to censure the conduct of a member does not constitute waiver of the Body's right to refuse to defend the member in an action.

(d) A Legislative Body member may not be made the subject of a motion for censure without first being given notice of the violation and an opportunity to correct the violation, if it can reasonably be corrected. Upon a continued violation or failure to correct, the charged member shall be given notice and an opportunity to be heard as follows:

- (i) Only a sitting member of the Legislative Body whose member commits the violation may initiate proceedings for the censure of one of its members.
- (ii) Proceedings shall be commenced by the presentation of a written statement of charges to the subject Legislative Body member with a copy delivered concurrently to the Clerk/Secretary by the member initiating the charge. Initiation shall not require the prior approval of the Legislative Body. The statement of charges shall be given at least ten days prior to the meeting at which the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law regulation, etc. which the member is claimed to have violated and a statement of the date, place and time at which the violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. The statement of charges shall be delivered to all other Legislative Body persons.
- (iii) Within seven (7) days after delivery of the statement of charges, the charged member should deliver a written response to the other members of the Legislative Body unless the charged member chooses to defer the response to the hearing.

(e) The motion for censure shall be agendized and considered at the first regular meeting occurring 10 days following the delivery of the statement of changes to the member and Clerk/Secretary. The hearing may not be continued except upon the absence from the meeting of a member of the Legislative Body other than the member bringing the charge or the member who is the subject of the charge.

- (i) The hearing shall be conducted in an open session by the Presiding Officer unless the Presiding Officer is a party to the action, in which case the Vice Chair or some other member shall conduct the proceedings.
- (ii) The hearing shall generally proceed by a reading of the charges by the charging member. The charging member may present witnesses; the charged member may answer in rebuttal; members of the public may speak in favor or opposed to the charge; and the remaining members may speak to the charges in that order.
- (iii) Passage of the motion for censure shall require a vote of the Legislative Body. The voting members shall not go into closed session for deliberation.

(f) If the motion for censure does not pass, the proceedings shall be at an end. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Legislative Body member for a period of 1 calendar year from date of the vote.

However, new proceedings may be commenced on the same charges within the 1 year period on the vote of 4 members of the Legislative Body.

(g) If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the Legislative Body member.

10.6 Persons Authorized To Be Within Platform/Dais

No person except Legislative Body officials or authorized Legislative Body staff shall be permitted behind the Legislative Body dais without permission or consent of the Presiding Officer.

10.7 Personal Privilege

If a Legislative Body member is personally offended by the remarks of another member, the offended Legislative Body member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Presiding Officer will maintain control of this discussion. The right of a member to address the Legislative Body on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned or impugned.

ARTICLE XI – PARLIAMENTARY PROCEDURES

11.1 Procedures In Absence Of Rules

(a) Unless otherwise specified in this Manual or by ordinance or resolution, meetings of the Legislative Body shall be conducted in accordance with the most recently revised edition of Robert's Rules of Order. In the event of any conflict between Robert's Rules and this Manual, the provisions of this Manual shall govern.

(b) Any provision of these rules not governed by the Government Code may be temporarily suspended by a two-thirds vote of all members of the Legislative Body. Such suspension may be moved at any time by a member. The vote on any such suspension shall be taken by yeas or nays and entered upon the record.

(c) Motions, motion procedures and precedence of motions shall be conducted in accordance with Exhibit "A" hereto.

11.2 Voting

(a) After a full opportunity for debate if it appears that there is a consensus of opinion among the members of the Legislative Body on the matter to be voted upon, the Presiding Officer may state the consensus of the Legislative Body and ask if there is any objection. If there is no objection, the consensus as so stated shall become the order of the Legislative Body and shall be recorded as a vote for or against the question by each member of the Legislative Body. Any abstention shall also be recorded. The Presiding Officer may also

determine that a consensus exists following a call for a vote by any member of the Legislative Body by a Motion to Call the Question. If it is unclear whether a consensus exists or whether the consensus is for or against the matter to be voted upon, the Clerk/Secretary or his or her designee may call for a roll call vote.

(b) Otherwise, all votes of the Legislative Body shall be by voice or roll call vote. The order of voting shall be alphabetical with the Presiding Officer voting last. The Clerk/Secretary shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'yes', 'no', or 'abstain.' After every vote the Legislative Body shall declare the result and shall note for the record the number of votes for or against the question, as well as any abstentions. The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Legislative Body.

11.3 Votes Needed

(a) Usually, in the absence of a contrary statutory provision (such as urgency measures), a majority of a quorum which constitutes a simple majority of the Legislative Body may act for that body. However, resolutions, orders for the payment of money, and all ordinances require a recorded majority vote of the total membership of a Legislative Body.

(b) State law may dictate certain instances in which the number of votes required is greater than a majority of all Legislative Body members. As a matter of convenience, questions on which the voting requirement is varied by the State statutes and these rules, include, without limitation, the following:

- (i) Levying Taxes - Ordinances providing for the Assessment and collection of taxes require the approval of two-thirds of the members of the whole Council.
- (ii) Assessment - Assessments require a two-thirds vote of the whole Council.
- (iii) Bonds and Certificates of Participation - Authorizing these financial instruments the issuing requires a two-thirds vote of the total Council.
- (iv) Eminent Domain - The exercise of Eminent Domain requires a two-thirds vote of the total Council.
- (v) Certain Parliamentary Motions – Motions requiring a supermajority vote are noted in the Motions Chart attached hereto.

(c) Any official with a conflict of interest is not counted for purposes of establishing a quorum, and must not vote on, make, participate in any way in, or attempt to influence the decision. A Legislative Body member abstaining on any other grounds than a conflict under the Political Reform Act shall be counted as present for purposes of a quorum and such abstentions are counted with the majority. The Legislative Body member who leaves the

dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining and such abstentions are also counted with the majority.

11.4 Reconsider

Any Legislative Body member who voted with the majority may move to reconsider any action at the same meeting or, within the next two regularly scheduled meetings, request in writing to the Clerk/Secretary that it be agendized for consideration at the following meeting, provided that reconsideration shall not be permitted where a party other than the Town has acted in reliance on the Legislative Body's action and would be substantially prejudiced by such reconsideration. The Clerk shall apprise the Town Attorney of any facts constituting substantial prejudice and may rely upon the determination of the Town Attorney. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any Legislative Body member who voted against the earlier motion may move for reconsideration at the following meeting. The member seeking reconsideration must have the matter agendized unless the motion will be made at the same meeting where the original action was taken. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting which meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Legislative Body.

11.5 Tie Votes

Tie Votes shall be lost motions unless an additional Motion is made which obtains a majority vote to break the tie. When all Legislative Body members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. In such case the findings in support of the decision shall be those of the lower body. If a tie vote results at a time when less than all members of the Legislative Body are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Legislative Body, unless otherwise ordered by the Legislative Body.

11.6 Abstentions

Members of the Legislative Body are discouraged from abstaining from a vote for reasons other than legally-disqualifying, financial conflicts of interest. However, if a member chooses to abstain from voting as a result of what he/she perceives as a personal or non-financial conflict of interest, the member may do so after stating for the record the nature of the perceived conflict. In the event of such a perceived conflict (as opposed to a legally-disqualifying conflict), the member is not required to leave the dais.

(a) A Legislative Body member shall generally express their positions on all matters except those where they are required to abstain due to legally recognized conflict of interest.

(b) A Legislative Body member who has appealed the action of any person or body of the Town on a matter which does not constitute a conflict of interest for the member under any law, may participate in the hearing on the appeal, unless there is clear and convincing evidence that such member is not objective or the member feels that they are unable to remain

neutral, or as may be otherwise advised by the General Counsel. Notwithstanding any contrary provisions herein, in bringing an appeal, the Legislative Body member need not give reasons for making the appeal.

(c) A Legislative Body member may abstain from action on a matter where in the member's opinion, there might be a public perception that participation in the discussion or decision would be inappropriate even though the member has no disqualifying financial interest within the meaning of FPCC rules and regulations.

11.7 Votes Of Members Previously Absent

(a) A Legislative Body member who was not present at a meeting should generally not vote on the approval of minutes for that meeting, but the voting on such minutes shall have no effect on the validity of the minutes.

(b) A Legislative Body member may vote on a continued item after an absence from the earlier public hearing of the matter if, prior to the vote, the member affirms on the record that they have familiarized themselves with the record of the earlier meeting and are prepared to vote on the issue. If the member shall abstain from the vote, the member shall be counted towards the quorum on the issue and the abstention shall be counted with the vote of the majority of the quorum.

(c) The forgoing shall not apply to the matter of a vote on the minutes of a meeting at which the member was not in attendance. In that instance, the member abstaining on the grounds of non-attendance at the meeting to which the minutes pertain shall not be counted towards the quorum on the issue and the abstention shall not be counted with the votes of the majority of the quorum.

11.8 Appeals by Members of Legislative Body

Except where otherwise provided, a member of the Legislative Body shall be deemed an interested person in any matter by a subordinate body and shall have standing to appeal to the Legislative Body any decision by a Sub-Legislative Body, or any determination made by any official of Town by filing a written appeal. The appeal shall not state any grounds for the appeal and the resulting hearing shall be *de novo* (new) The reviewing body shall not be bound by any determination of the lower body from which the matter was appealed. The appeal must be filed within 10 days of the making of the decision being appealed and shall be filed with the Clerk/Secretary who shall give written notice to the applicant, and provide written notice to other persons as required for the original action. The hearing shall be held at the first regular meeting of the Council for which notice can be legally given. No appeal fee shall be required to be paid for such appeals.

11.9 Findings and Decisions

Decisions of a Legislative Body, when acting as a quasi adjudicative body (public hearings) should be framed in terms of "findings" of fact, potentially relevant conclusions of law, and ultimate decisions showing the basis for the decision and the nexus between the findings, the conclusions and the decision. The Legislative Body members must consider any legally-

mandated findings applicable to a matter and consider the evidence presented to them in light of such findings in making their decisions.

ARTICLE XII- PROCEDURES FOR CONSIDERATION OF DEMANDS FOR CORRECTIVE ACTION

12.1 Requirement of Written Demand

Prior to any person commencing a judicial action for injunction or mandamus to declare any action taken by the Legislative Body void because of failure to observe Brown Act requirements, such person must first serve upon the Clerk/Secretary a written demand clearly describing the challenged action, the nature of the claimed violation, and the corrective action sought. Such demand must be served upon the Clerk/Secretary within ninety (90) days of the alleged violation or thirty (30) days if the action was taken in open session but in violation of § 54952.2 of the Government Code. Failure to serve any such demand within this thirty (30) day period shall result in the loss of any right to challenge any action alleged to have been taken in violation of §§ 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 of the Government Code.

If the written demand is timely served, the Legislative Body has up to thirty (30) days to cure and correct its action. If the Legislative Body does not act, any lawsuit must be filed within the next fifteen (15) days.

12.2 Consideration of Corrective Action

Upon receipt of such a demand, consideration of the demand shall immediately be placed on the agenda for the next meeting of the Legislative Body. If the demand is received less than 72 hours prior to the time set for the next meeting, the Legislative Body may determine that the notice constitutes the initiation of litigation, and that the need to take action on the threatened litigation arose subsequent to the posting of the agenda, and may consider it at that meeting pursuant to Article VI Section 9, above. A description of any item so placed on the agenda shall include both consideration of the demand, and the possibility of corrective action by the Legislative Body.

In considering such demands, the Legislative Body shall first determine by motion whether to reconsider the prior action. The motion to reconsider shall be in order as long as made by a party on the prevailing side. If no motion to reconsider is carried the Clerk/Secretary shall inform the demanding party in writing of the Legislative Body's decision not to cure or correct the challenged action. (See, § 11.4 hereof.)

12.3 Implementing Corrective Action

If a motion to reconsider passes, the Presiding Officer may entertain a motion to take corrective action. Any motion taking corrective action shall address the concerns raised in the consideration of corrective action. The motion taking corrective action may include a motion to rescind prior action taken, as appropriate. Passage of a motion to rescind invalidates prior action only as of the time of the passage of the motion, and not from the date of the initial action. A motion implementing corrective action resulting from a written demand is out of order if the action complained of: (i) was in connection with the sale or issuance of notes, bonds, or other

evidences of indebtedness, or any contract, agreement, or incident thereto; (ii) gave rise to a contractual obligation upon which a party has, in good faith, detrimentally relied; or (iii) was taken in connection with the collection of any tax.

In any event, the Legislative Body shall notify the party making the demand in writing of its decision to take corrective action, and shall describe any corrective action taken. This notice shall be given to the demanding party as soon as possible after the meeting, but in no event more than 30 days after receipt of the demand.

ARTICLE XIII – MISCELLANEOUS

13.1 Interpretation

This Manual shall be liberally construed to effectuate its purpose and no ordinance, resolution, proceeding or other action of the Legislative Body shall be invalidated or the legality thereof otherwise affected by the failure or omission of the Legislative Body to technically comply with, observe or follow the within rules. The Town Council may, by resolution, adopt further rules of interpretation or practice.

13.2 Amendments

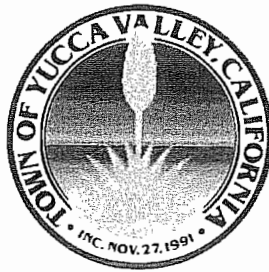
This Manual may be amended from time to time as necessary by resolution passed by a vote of the Town Council at any regular or special meeting, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all Legislative Body members serving the Town. Such notice shall identify the section or sections of the Manual proposed to be amended.

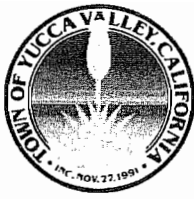
13.3 Power to Issue Subpoenas

The Legislative Body may issue subpoenas requiring attendance of witnesses or production of books or other document for evidence or testimony any action or proceeding pending before it. (Gov't Code Section 37104.) Subpoenas shall be signed by the Presiding Officer and attested by the Clerk. They may be served as subpoenas are in civil actions.

EXHIBIT “B”

YUCCA VALLEY TOWN COUNCIL MEETING PRESENTATION POLICY





YUCCA VALLEY TOWN COUNCIL MEETING PRESENTATION POLICY

Presentation Purpose

Town Council presentations are for providing information to the Mayor and Council, Town management, and the community about activities of interest and value including:

- Activities, events and infrastructure projects relating to the Town
- Honors and celebrations for organizations, corporations and residents related to Yucca Valley
- Honors and celebrations for organizations, corporations and resident which reflect their service to the Yucca Valley community.
- Honors and recognitions for Town staff for outstanding service or commitment to the Town's mission and goals.
- Please note this is not the appropriate time to seek funds from the Town and/or endorsements from Town Council or discuss politics.

Presentation Length

All presentations are to be as brief and concise as reasonable. Typical presentations should last no more than five to ten minutes in length; this is to include all speakers for the group being recognized. Depending on the matter being presented, the Presiding Officer may afford the speaker or group extended time.

Presentation Schedule

Town Council begins at 6:00 p.m. with an invocation and pledge to the American flag followed by presentations. All honorees or groups are to arrive no later than 5:45 p.m.

Public Comment Period

The public shall be afforded the right to comment on every numbered item appearing on the agenda prior to the Legislative Body's consideration of that item, including presentation periods, as provided in Section 7.4 above. The time limit to speak for public comments is up to three (3) minutes on each numbered item on the agenda. All such time limits shall be noticed on the agenda for the meeting. Notwithstanding these time limits, the Presiding Officer has the full prerogative to maintain meeting order and decorum as provided in Section 9.1 and Article X generally, and the Presiding Officer or a vote of the Legislative Body may extend time if they find such extension is reasonably necessary to allow the speaker to compete his/her message without repetition or unnecessary tangents.

Presentation Location

Presentations take place in the Council Chambers inside Yucca Valley Town Hall located at 57090 Twenty-nine Palms Highway, Yucca Valley, CA 92284. Parking is available in the Community Center lot adjacent to the Council Chambers, or in the Town Hall parking lot.

Presentation Technical Support

The Town has the capability to display PowerPoint during the presentation. If a PowerPoint is to be used during the presentation:

- The Power Point is to be submitted to the Town Clerk's Office no later than the Thursday prior to the scheduled Tuesday Town Council meeting (first and third Tuesdays of the month).
 - PowerPoints are subject to editing for appropriateness
 - PowerPoints which do not meet these standards will not be used

Chart of Motions

1. Motions listed in the order of precedence

MOTION	YOU SAY THIS:	May you interrupt the speaker?	Do you need a second?	Is it a debatable question?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Adjourn meeting	"I move to adjourn"	No	Yes	No	No	Majority	No
Call an intermission ¹	"I move to recess for..."	No	Yes	No	Yes	Majority	No
Register a complaint	"I rise to a question of privilege"	Yes	No	No	No	None	No (usually)
Temporarily suspend consideration of an issue ²	"I move to table the motion"	No	Yes	No	No	Majority	No
Close debate	"I move the previous question"	No	Yes	No	No	2/3	No, unless the vote on question has not been taken
Recess or extend debate	"I move that the debate be limited [or "extended"] to ..."	No	Yes	No	Yes	2/3	Yes
Give closer study of something ³	"I move to refer the motion to the committee"	No	Yes	Yes	Yes	Majority	Yes, unless the board has already taken up the subject.
Amend a motion	"I move to amend the motion by ..."	No	Yes	Yes	Yes	Majority	Yes
Motion to continue to a certain time	"I move that the motion be continued to..."	No	Yes	Yes	No	Majority	Yes
Introduce business (bring a main motion)	"I move that [or "to"] ..."	No	Yes	Yes	Yes	Majority	Yes

¹ Should specify period of recess.

² A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.

³ May contain specific instructions for board members and a date for certain for reconsideration. If not date is not certain, restored by a motion to "take up matter previously tabled" which is permissible in this case even if not same or next meeting.

2. Incidental Motions – no order or precedence. Arise incidentally and decided immediately.

MOTION	YOU SAY THIS:	May you interrupt the speaker?	Do you need a second?	Is it a debatable?	Can it be amended?	What vote is needed?	Can it be reconsidered?
Protest breach of rules (i.e., Point of Order) ⁴	“I rise to a point of order ...”	Yes	No	No	No	None	No
Motion to appeal the ruling ⁵	“I appeal from the decision of the Presiding Officer [or “Chair”]”	Yes	Yes	Yes	No	Majority	Yes
Suspend rules temporarily	“I move to suspend the rules so that ...”	No	Yes	No	No	2/3	No
Avoid considering an improper matter	“I object to the consideration of the question... “	Yes	No	No	No	2/3	No, only if the main question or motion was no, in fact considered.
Divide motion	“I move to divide the question	No	Yes	No	Yes	Majority	No
Parliamentary law question	Parliamentary inquiry	Yes, if urgent	No	No	No	None	No
Motion to depart from the agenda	“I move to consider matter _____ out of order”	No	Yes	Yes	Yes	Majority	Yes
Take up matter previously tabled ⁶	“I move to take from the table...”	No	Yes	No	No	Majority	No
Cancel or change previous action ⁷	“I move to rescind/amend something previously adopted...”	No	Yes	Yes	Yes	2/3 or majority with notice	No
Reconsider motion	“I move to reconsider the vote on...”	Yes	Yes	Only if motion to be reconsidered is debatable ⁸	No	Majority	No

⁴ Decision of the Presiding Officer is final, unless overturned by motion to appeal the ruling.

⁵ Presiding Officer may participate in debate. Negative or tie vote sustains ruling.

⁶ A motion to take up a matter previously tabled must be made at the same meeting as the motion to table. If not, the motion tabled dies.

⁷ Does not void action *ab initio*, only from point of rescission. Motion is out of order if relates to contract upon which another party has detrimentally relied, relates to issuance of bonded indebtedness, or relates to the collection of any tax.

⁸ Cannot be made on a quasi judicial matter or matters requiring a noticed public hearing. Can only be made by a member who voted with the previously prevailing side. May be made at the same meeting or a subsequent meeting subject to the same restrictions as a motion to rescind.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Date: March 26, 2014
For Council Meeting: April 1, 2014

Subject: FY 2014-16 Baseline Budget Revenue Review

Recommendation: It is recommended that the Council receive the initial baseline budget revenue forecast for the 2014-16 fiscal years budget, and provide comments, input and direction as appropriate.

Order of Procedure:

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

Discussion:


The development of the annual spending plan for the Town begins with the Council's Planning efforts in January and will end with the actual budget adoption scheduled for June 3, 2014. Important steps in this critical process include the following:

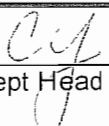
1. *Establishment of Budget Calendar*
2. *Council's Guiding Principles and Initial Public Input*
3. *Executive Management Team Work Plan Development*
4. *Development of Goals and Objectives*
5. *Team Development of Departmental Budgets*
6. *Executive Management Review of Budget Requests*

Reviewed By:


Town Manager

Town Attorney


Admin Services


Dept Head

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

7. *Town Manager review/revision of Line Item Budgets*
8. *Council update on Major Initiatives*
9. *Council review of preliminary Budget Plan*
10. *Final Budget Adoption*

Through this process, the annual spending plan is modified and refined through multiple revisions until a spending framework is developed that best addresses the Council's priorities.

Baseline Budget Revenues

In accordance with the Council's desire for appropriate public review, input and discussion opportunities, Town staff is presenting the proposed budget in a series of sequential reviews. This initial review presents an overview of the baseline budget revenue projections for the upcoming two-year budget cycle.

Initial Key Assumptions used in baseline budget revenue review

- *4.5% & 5.5% sales tax growth rate*
- *3.5% & 2.5% property tax growth rate over projected actuals*
- *Flat franchise revenue metrics*
- *\$42k COPS Grant Revenue in 14-15, \$0 in 15-16*
- *Grant revenue offsetting grant program expenditures*

Baseline Revenue Results

During the council presentation, staff will walk through the revenue summary and provide an overview of the various components and their impacts on the baseline budget revenues. A topline summary of the proposed budget revenues follows:

Revenues

(In thousand \$)

Sources	FY 2013-14 Amended	FY 2014-15 Baseline	\$\$ Change from PY	% Change	FY 2015-16 Baseline	\$\$ Change from PY	% Change
Property Tax	\$ 4,143	\$ 4,261	\$ 118	3%	\$ 4,339	\$ 78	2%
Sales Tax	3,010	3,145	105	4%	3,318	173	6%
Franch/TOT	970	960	(10)	-1%	968	8	1%
Svc/Other	1,118	1,015	(103)	-9%	1,024	9	1%
Total	\$ 9,241	\$ 9,381	\$ 110	2%	\$ 9,649	\$ 268	3%

Sales Tax

In the mid-2000's, the sales tax base of the Town increased annually about 9% on average, reflecting strong local sales tax growth, increases in local business reach, and the addition of new sales tax generating businesses. This growth slowed considerably in fiscal year 2007-08, when sales tax flattened to negligible year over year growth, with some periods recording year over year decreases. Recently, the Town is beginning to see new business development in the commercial core, and it is likely that 2014-15 will see the completion of several long-planned retail developments, including some that are in new categories within the Town's tax base.

Based on this review, the current budget estimate for sales tax revenues will use a growth factor of 4.5% in fiscal year 2014-15 and 5.5% in the out year. This equates to \$3,145,000 and \$3,318,000 respectively.

Property Tax

The Town of Yucca Valley receives 16.8 cents of each property tax dollar received by San Bernardino County for property tax collected on property located within the Town limits. This tax is based on the assessed value of the individual property at the time of purchase or completion, and remains fixed (subject to a 2% annual adjustment) until the property is reassessed with a change in ownership or valuation.

Over the past four years, the Town's property tax revenues have decreased dramatically as assessed values county wide have seen a cumulative 20% reduction. This decrease in assessed value has a compounding effect on the Town as it also impacts the Town's property tax in lieu of motor vehicle license fees as described below.

For 2013-14, property tax was budgeted flat from the 2012-13 level, with the actual assessed value from the county at a negative 1.1%, reflecting continued weakness in the housing and commercial market. It is likely that 2013-14 may have been the bottom in the assessed valuations within the Town; however the Town is uncertain as to the scope of continued property valuation reductions which may be granted by the County Assessor. Any such reductions will have a negative impact on current and future property tax allocations due to the Town, and depending on the number and size, may continue to be significant. Potentially offsetting this reduction however, is the announcement by the County Assessor's office that there has been an increase in the level of upward adjustments to prior property assessment reductions previously granted through the Prop 8 appeal process. Further, real estate activity Town-wide seems to indicate an increased average transaction price that is more consistent with the gains seen throughout the County.

In prior years, the Town received a property tax equivalent to the VLF tax in the amount of 2% of the current value of registered vehicles from two different funding sources. The first source is the actual VLF based on 0.65% of the value. The second is property

tax in lieu of VLF in the differential amount that would bring the Town's total share up to 2%. Prior increases in annual VLF were based upon the increases in gross assessed valuation, which included growth within the Town's redevelopment project area. Starting in FY 2011-12, the Town now only receives VLF revenue from property tax in lieu.

Based on this review, the current budget estimate for property tax revenues will use a factor of 3.5% in fiscal year 2014-15 and 2.5% in the out year. This equates to \$4,261,000 and \$4,339,000 respectively.

Other Revenue Sources

The Town receives the remaining General Fund revenues from a variety of sources including franchise fees, service fee revenues, interest earnings, transient occupancy tax, and various reimbursements. The fiscal year 2014-16 budget reflects the following significant items of impact:

Interest Earnings – Over the past several years, monetary action taken at the Federal level has resulted in lower investment earnings rates nationwide. Accordingly, Town interest earnings are projected at \$20,000 and \$25,000 for 2014-15 and 2015-16 respectively. As a point of comparison, in FY 2007-08, the Town reported interest earning of \$665,000 over all funds. This differential represents the equivalent annual budget of four sworn police officers. Town staff will be reviewing investment options available in the upcoming year that maintain the Investment Policy's objectives of Safety, Liquidity and Yield, in that order.

Franchise Fee Revenues – Projected to remain flat at \$750,000 for the period, franchise fee revenue remains a significant source of General Fund revenue. The Town continues to work toward a newly negotiated solid waste contract with its franchise hauler, the result of which may impact related fee revenue in fiscal year 2015-16.

Other Reimbursements – The proposed budget reflects the current agreement with San Bernardino County for Animal Care and Control activities. This agreement provides for reimbursement of approximately \$330,000 in 2013-14 and \$346,000 in the out-year, and continues the mutually beneficial operating arrangement between the Town and the County for animal shelter and care and the anticipated completion of the replacement animal shelter construction project. Debt service related to the agreement will be reflected in the Town's animal shelter operating budget.

Service Fees & Charges – One of the departmental goals for the two-year budget cycle is an update of the Town's rate and fee schedule. While it is likely that the updated schedule will result in marginally increased fee revenue, the proposed budget is based on current fees and charges.

Next Steps

In presenting baseline budget revenues, the objective at this stage is not to address each and every line item in detail. Rather the goal is to lay out a high-level summary that identifies the planned resources available to the Town in establishing a sustainable level of service and program delivery.

Clearly, baseline budget revenues will be subject to revision, update, refinement and correction as additional information becomes available.

Attachments: FY 2014-16 Baseline Budget Revenues

**Town of Yucca Valley
Proposed Budget
FY 2014-16
Revenue Detail**

Revised 3/28/2014
-----DRAFT-----
Subject to Change

Acct	Revenue Description	2012-13	2013-14		2014-15		2015-16	
		Year-end Actual	Amended Budget	Projected Actual	Proposed Budget	Inc (Dec) from PY Budget	Proposed Budget	Inc (Dec) from PY Budget
Property Tax								
4110	Prop Tax Admin Fee	\$ 198,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4111	Property Tax-Secured/Unsecured	2,466,682	2,475,000	2,475,000	2,533,447	58,447	2,596,783	63,336
4112	Prop Tax-Supp Sec'd/Unsec'd	28,412	30,000	30,000	40,000	10,000	30,000	(10,000)
4114	Property Tax Penalties	6,482	7,500	7,500	7,500	-	7,500	-
4115	Property Transfer Tax	45,385	38,000	38,000	50,000	12,000	35,000	(15,000)
4116	HOPTR	31,456	29,000	29,000	29,000	-	29,000	-
4117	Vehicle In Lieu Property	1,560,010	1,564,000	1,564,000	1,600,934	36,934	1,640,957	40,023
4119	RPTTF-Property Tax	183,382	-	-	-	-	-	-
	Sub-total Prop Tax	4,520,104	4,143,500	4,143,500	4,260,881	117,381	4,339,241	78,360
Sales Tax/VLF Revenue								
4120	1% Local Tax	3,083,885	3,010,000	3,010,000	3,145,450	135,450	3,318,450	173,000
4806	Vehicle License Fees	10,915	15,000	15,000	15,000	-	15,000	-
	Sub-total State/County Subvention	3,094,800	3,025,000	3,025,000	3,160,450	135,450	3,333,450	173,000
Franchise/TOT/Interest Revenues								
4150	Franchise Fees	765,448	750,000	750,000	750,000	-	750,000	-
4815	Article 19 WDA	38,190	40,000	40,000	25,000	(15,000)	28,000	3,000
4135	TOT Permit Fee	140	-	-	-	-	-	-
4140	Transient Occupancy Tax	147,056	165,000	165,000	165,000	-	165,000	-
4611	LAIIF Interest	17,115	15,000	15,000	20,000	5,000	25,000	5,000
4612	Interest- Other	17,090	-	-	-	-	-	-
	Sub-total Franchise/TOT/Interest	985,039	970,000	970,000	960,000	(10,000)	968,000	8,000
Administrative Revenues								
4250	Business Registration	41,886	50,000	50,000	50,000	-	50,000	-
4325	Vehicle Impound Fee	6,800	6,000	6,000	6,000	-	6,000	-
4402	Election Fees	1,902	-	-	-	-	-	-
4403	Notary Fees	80	300	300	300	-	300	-
4404	Passport Fees	3,056	2,000	2,000	2,000	-	2,000	-
4320	County Fines/Forfeitures	5,307	10,000	10,000	10,000	-	10,000	-
4330	Parking Citations	154	500	500	500	-	500	-
4340	Booking Fees	0	250	250	250	-	250	-
4603	Cobra Admin Fee	2,039	-	-	-	-	-	-
4621	Lease/Rents of Bldgs	24,315	32,000	32,000	32,000	-	32,000	-
4816	Perchlorate Settlement	31,706	-	-	-	-	-	-
4820	County Reimbursement	16,607	-	-	-	-	-	-
4829	OES Reimbursement- FEMA	-	-	-	-	-	-	-
4830	State Reimbursement	13,615	-	-	-	-	-	-
4831	Mandates/MUSD Reimb	66,667	25,000	25,000	25,000	-	25,000	-
4840	Sale Of Town Assets	-	-	-	-	-	-	-
4861/2	Sobriety Grants	12,975	-	-	-	-	-	-
4870	Grant Revenue 05-07	16,337	-	-	-	-	-	-
4831	Grant Revenue 25-01	0	51,667	51,667	51,667	-	10,000	(41,667)
4950	Other Miscellaneous Revenue	48,449	25,000	25,000	25,000	-	25,000	-
4990	Reimb of Operating Expenses	5,487	2,000	2,000	2,000	-	2,000	-
	Sub-total Administrative	297,382	204,717	204,717	204,717	-	163,050	(41,667)

**Town of Yucca Valley
Proposed Budget
FY 2014-16
Revenue Detail**

Revised 3/28/2014
-----DRAFT-----
Subject to Change

Acct	Revenue Description	2012-13	2013-14		2014-15		2015-16	
		Year-end Actual	Amended Budget	Projected Actual	Proposed Budget	Inc (Dec) from PY Budget	Proposed Budget	Inc (Dec) from PY Budget
Community Services								
4501	Recreation Revenue	140,792	75,000	90,000	115,000	40,000	125,000	10,000
4501	Museum Gift Shop-4052	12,554	-	-	-	-	-	-
4501	Museum-Revenue	2,500	-	-	-	-	-	-
4620	Facility Rentals	23,805	25,000	25,000	30,000	5,000	35,000	5,000
4902	Donations - Museum	-	13,000	13,000	-	(13,000)	-	-
4907	Donations-Recreation	-	1,620	11,620	-	(1,620)	-	-
	Sub-total Com Services	179,651	114,620	139,620	145,000	30,380	160,000	15,000
Community Development								
4310	Administrative Citation Fee	73,612	45,000	45,000	25,000	(20,000)	25,000	-
4421	Planning Miscellaneous	7,729	10,000	10,000	10,000	-	10,000	-
4440	Abatement Related Fees	620	15,000	15,000	15,000	-	15,000	-
4460	Gen Plan Maintenance Fee	11,064	1,000	1,000	1,000	-	1,000	-
4461	Building Inspection Fees	218,538	127,500	127,500	150,000	22,500	165,000	15,000
4462	Plan Check Fees	48,154	60,000	60,000	60,000	-	60,000	-
4463	SMIP - Residential	35	250	250	250	-	250	-
4464	SMIP - Commercial	124	500	500	500	-	500	-
4465	Cert of Compliance-MUSD Reiml	375	500	500	500	-	500	-
4466	Electronic Archive fee	373	-	-	-	-	-	-
4481	Engineering Fees	693	500	500	500	-	500	-
4483	Encroachment - Public Improvmt	1,200	1,000	1,000	1,000	-	1,000	-
4484	Encroachment - Utilities	6,295	1,000	1,000	1,000	-	1,000	-
	Sub-total Com Development	368,812	262,250	262,250	264,750	2,500	279,750	15,000
Animal Services								
4210	Commercial Permit - Generic	715	500	200	200	(300)	200	-
4230	License Fees-Dogs	24,118	20,000	16,000	16,000	(4,000)	16,000	-
4350	Impound Fees-Dog/Cat Pickup	9,063	10,000	7,000	7,000	(3,000)	7,000	-
4418	Administrative Hearing Fee	555	500	-	-	(500)	-	-
4422	Potentially Dangerous	240	-	-	-	-	-	-
4424	Euthanasia Fees	854	2,000	1,500	1,500	(500)	1,500	-
4425	Humane Trap Fees	55	-	-	-	-	-	-
4427	Boarding Fee	6,548	1,000	2,000	1,000	-	1,000	-
4428	Adoptions	21,596	20,000	22,000	25,000	5,000	30,000	5,000
4429	Disposal Fee	315	1,000	500	500	(500)	500	-
4430	Turn In Fees	1,245	2,500	1,200	1,200	(1,300)	1,200	-
4432	Town Veterinary Fees	-	-	250	-	-	-	-
4340	Microchip	3,900	-	3,000	2,500	2,500	2,500	-
4820	County Reimbursement	264,514	463,000	300,000	330,000	(133,000)	346,000	16,000
4904	Donations/Bequests	302,844	-	-	-	-	-	-
	Sub-total Animal Control/Shelter	636,562	520,500	353,650	384,900	(135,600)	405,900	21,000
	Total Revenue	\$ 10,082,350	\$ 9,240,587	\$ 9,098,737	\$ 9,380,698	\$ 140,111	\$ 9,649,390	\$ 268,692