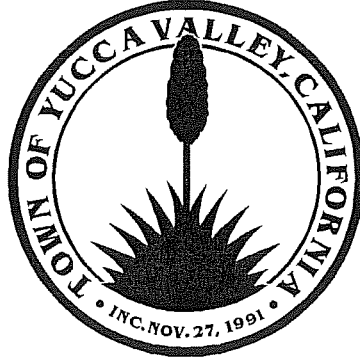


**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING**



*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 15, 2014  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION: 6:00 p.m.  
(Immediately following the Regular Town Council Meeting)  
TUESDAY, APRIL 15, 2014  
TOWN HALL CONFERENCE ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

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

\* \* \* \*

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

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY APRIL 15, 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](http://www.yucca-valley.org), prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.*

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

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

**OPENING CEREMONIES**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION** Led by Pastor Wayne Morrow, Desert Hills Presbyterian Church

**PRESENTATIONS**

1. Community Services Update

**AGENCY REPORT**

2. Hi Desert Water District

**APPROVAL OF AGENDA**

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

## CONSENT AGENDA

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

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

- 1-13 4. Town Council Meeting Minutes

**Recommendation: Approve the Town Council meeting minutes for the regular meetings of March 18, 2014 and April 1, 2014 as presented**

- 14-17 5. Monthly Fire Department Statistical Report for the month of March 2014

**Recommendation: Receive and file the monthly Statistical Fire Department Reports for the month of March 2014**

- 18-26 6. Request for a Secondhand Dealers License  
SPL 01-14, Independence Guns and Ammo

**Recommendation: Approve Special License, SPL 01-14 based on the recommended Conditions of Approval**

- 27-58 7. Request for Proposals (RFPs) for Street Sweeping Services  
Authorization to Release RFP

**Recommendation: Authorize the Town Manager to release the RFP for street sweeping services**

- 59-91 8. Request for Proposals (RFPs) for Emergency Storm Cleanup and Shoulder Maintenance  
Contract Services  
Authorization to Release RFP

**Recommendation: Approve Special License, SPL 01-14 based on the recommended Conditions of Approval**

- 92-94 9. AB1234 Reporting Requirements

**Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of March 2014**

- 95-102 10. Warrant Register

**Recommendation: Ratify the Payroll Register total of \$154,046.72 dated March 28, 2014. Ratify Warrant Register total of \$718,818.92 for checks dated April 3, 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 3-10)

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

## DEPARTMENT REPORTS

103-164 11. Other Post-Employment Benefit (OPEB) Trust Administrator Agreement

**Recommendation:** adopt the PARS Resolution which:

- Approves the establishment of an IRS compliant Section 115 Irrevocable Trust to prefund Other Post Employment Benefit (OPEB) health care costs with Public Agency Retirement Services (PARS), and appoints PARS as the administrator of the Trust;
- Appoints the Town's Director of Administrative Services as the Town's OPEB PARS Plan Administrator for the program, and authorizes the Plan Administrator to execute the administrative documents on behalf of the Town and to take whatever additional actions are necessary to administer the Town's program.

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

165-194 12. FY 2014-16 Partnership Funding Requests Review

**Recommendation:** Review the initial Partnership Funding Requests for the 2014-16 fiscal years budget, and direct staff to include the staff recommendation, with any Council modification, in the upcoming FY 2014-16 proposed budget

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

- 195-252 13. Ordinance No.  
Traffic Speed Surveys  
Establishing Updated Radar Enforceable Speed Zones  
Town-Wide Locations

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

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL  
CODE BY AMENDING SECTION 12.20.020 ENTITLED “CHANGES  
IN STATE LAW SPEED LIMITS” OF CHAPTER 12.20 OF  
THE TOWN OF YUCCA VALLEY MUNICIPAL CODE  
ESTABLISHING SPEED LIMITS

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

## FUTURE AGENDA ITEMS

## PUBLIC COMMENTS

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

## STAFF REPORTS AND COMMENTS

## MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

14. Council Member Abel  
15. Council Member Leone

16. Council Member Rowe
17. Mayor Pro Tem Huntington
18. Mayor Lombardo

## **ANNOUNCEMENTS**

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

**6:00 p.m., Tuesday, May 6, 2014, Yucca Valley Community Center Yucca Room**

## **CLOSED SESSION**

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

1. **Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6(a), Negotiator: Shane Stueckle  
Employee Organization(s), Unrepresented Exempt, Unrepresented Non-Exempt

2. **Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Gov. Code Section 54956.9: (One potential case based upon Town's receipt of a written communication from a potential plaintiff threatening litigation).

3. **Public Employee Appointment / Conference with Labor Negotiator (One Matter)**

Pursuant to Government Code § 54957, to consider the appointment of an employee to the position of Town Manager,

Also authorized pursuant to Government Code § 54957.6 regarding labor negotiations regarding filling the unrepresented position of Town Manager (Councilmembers Leone and Rowe as negotiators for the Town).

## **REPORT OUT FROM CLOSED SESSION**

## **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
IIEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 <sup>st</sup> Century
TOT	Transient Occupancy Tax



## COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	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 <sup>rd</sup> 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 <sup>th</sup> 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
ONLINE VIDEO COMMITTEE	HUNTINGTON EVANS (PRCC)

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

**OPENING CEREMONIES**

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

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

Staff Present: Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Lt. Wilke, Town Attorney Laymon and Administrative Assistant Randall.

The Pledge of Allegiance was led by Council Member Leone

The invocation was led by Pastor Stephen Jones, First Southern Baptist Church

**PRESENTATIONS**

1. Animal Care and Control

Animal Care and Control Manager Melanie Crider gave a presentation with statistics for the 2013 calendar year of the Town of Yucca Valley Animal Care and Control Services activities.

**AGENCY REPORTS**

2. Yucca Valley Chamber of Commerce President Jim Lawless presented the monthly update for February 2014.
3. The monthly Water / Wastewater Report was presented by Hi Desert Water District Jennifer Poland, Public Information Associate. Council questioned as to when an assessment vote would move forward. Ms. Poland indicated in early to mid-summer, 2014.

**APPROVAL OF AGENDA**

Council Member Abel moved to approve the agenda for the Regular Town Council Meeting of March 18, 2014. Council Member Huntington seconded. Motion carried 5-0-0 on a voice vote.

**CONCENT AGENDA**

4. Waive further reading of all ordinances and read by title only.

5. **Approve** the Town Council meeting minutes of January 21, 2014 as amended to correct the Mayor Pro Tem as adjourning the meeting.
6. **Receive and file** the monthly statistical Fire Department Reports for February 2014.
7. **Adopt** Ordinance No. 247 repealing Yucca Valley Municipal Code Sections 2.08.090 and 2.080.100 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

8. **Accept** Paradise Park Playground Improvement project as substantially complete, authorize staff to file the Notice of Completion; authorize the reduction of the Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No.8947.
9. **Approve** Paradise Park Programming Review affirming the unanimous recommendation of the Town's Parks, Recreation and Cultural Commission implementing Alternative #3 of the After School Program review.
10. **Receive and file** the 2013 General Plan Annual Report.
11. **Approve** the third Amendment to the Service Agreement with Quality Street Services, Inc., dated September 27, 2005, increasing the Storm Recovery Compensation from \$25,000 to \$125,000, and amending the FY 13/14 Budget, appropriating \$100,000 from the General Fund Catastrophic Event Reserve to 55-59-7110, Gas Tax Fund (515), Professional Services.
12. **Approve** the Fifth Amendment to the Service Agreement with Clark Construction Co., increasing total compensation under the contract from \$25,000 to \$40,000, and appropriating \$15,000 from the General Fund Catastrophic Events Reserve to the Gas Tax Fund Professional Services account, authorizing the Town Manager to sign all necessary documents related to the Agreement.
13. **Receive and file** AB1234 Reporting Requirement Schedule for the month of February 2014.
14. **Ratify** the Payroll Registers total of \$129,798.67 dated February 28, 2014. Ratify Warrant Registers total of \$326,632.62 for checks dated March 6, 2014.

Mayor Lombardo opened public comment for the Consent Agenda items.

Margo Sturges spoke on item #11 and thanked staff for going out to bid.

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

Council Member Leone had a correction on the January 21, 2014 Town Council minutes. Noting that Mayor Lombardo did not adjourn the meeting it was Mayor Pro Tem Huntington.

Council Member Abel moved to approve consent agenda items 4-14. Council Member Rowe seconded. Motion carried 5-0-0 on a roll call vote.

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

**DEPARTMENT REPORTS**

**15. State Safe Routes to School Grant Funds (SR2S)  
 Sage Avenue SR2S Improvements- Town Project No.8320  
 Authorization to Bid**

Deputy Town Manger Stueckle and Town Project Engineer Qishta gave an update presentation on the Safe Route to School Project along Sage Avenue near Yucca Valley High School.

Mayor Lombardo opened public comments.

Ron Cohn -Yucca Valley inquired on the logistics of the sidewalks.

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

Mayor Pro Tem Huntington moved to adopt Resolution No. 14-06, approve the plans and specifications for Project No. 8320, and authorize the Town Clerk to advertise and receive bids.

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

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

**16. Facility Use Policy Review**

Director of Administrative Services Yakimow reported on the need to approve the suggested edits and modifications to the existing Facility Use Policy. In 2012, the Parks, Recreation and Cultural Commission began its current review of the Town’s Facility Use Policy and

completed the final draft in December 2013. A majority of the suggested changes are administrative in nature.

Mayor Lombardo opened public comment:

Margo Sturges -Yucca Valley commented on the work the Parks, Recreation and Cultural Commission has done on the Facility Use Policy and inquired on animals in the buildings.

Council Member Rowe and Mayor Pro Huntington thanked staff on the work done on the facility policy.

Mayor Lombardo stated the changes are easy to understand.

Council Member Rowe moved to approve the suggested edits and modifications to the existing Facility Use Policy as approved by the Town's Parks, Recreation and Cultural Commission. 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

## 17. Reserve Policy Review

Director of Administrative Services Curtis Yakimow, reported on the Reserve Policy Review. Director Yakimow opened discussion on the policy, stating that it is designed to ensure a solid financial base for both ongoing and exceptional Town operations. Specifically, the existing policy accomplishes the following:

- Clarifies that the Town's general fund reserves, excluding designations, will be in the range of 25-30% of operating expenditures.
- Establishes a vehicle and equipment reserve within the Town's existing internal service fund at 125% of annual depreciation, capped at a maximum amount of \$500,000.
- Establishes the capital projects reserve fund, into which general fund financial resources in excess of the policy guidelines will be appropriated.

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

Council Member Abel moved to approve the actual fiscal year 2012-13 reserve balances and projected fiscal year 2013-14 reserve balances and adopt Resolution No. 14-07 modifying the Town's Reserve Policy as follows:

- Establish the stated Reserve Policy range to 50% - 55% as indicated in the adopted FY 2013-14 budget, and

- Direct staff to complete the FY 2013-14 infrastructure transfer in the amount of \$150,000 from the Town’s General Fund to the Town’s Capital Projects Reserve Fund for use in the upcoming 2014 Slurry Seal/Street Maintenance project.

Mayor Pro Tem Huntington 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 requested a discussion on dirt roads.

**PUBLIC COMMENTS**

Mayor Lombardo opened public comment.

Saran Graham reported that Soroptimist International of Yucca Valley will have the Harlem Ambassadors basketball game May 3<sup>rd</sup> at the Bell Center at Copper Mountain College. All proceeds go to the Soroptimist International.

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

**STAFF REPORTS AND COMMENTS**

Deputy Town Manager Stueckle reported that in April staff will bring the 2014-15 and 2015-16 revenue projections options of each department. Planning Commission has been busy, working on the updated Development Code.

Administrative Services Director Yakimow reported that sales tax numbers look positive. The 4<sup>th</sup> quarter sales were 4.2 percent higher than last year.

The Youth Commissioners have been working on a smoking ordinance for local parks and the Town’s Adult Softball League will be starting this Monday. Hi Desert Nature Museum’s Science Saturdays are well attended. April 19<sup>th</sup> will be a busy day with Earth Day and the annual Easter Egg Hunt both starting at 9:00 a.m.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

Council Member Abel thanked the citizens for coming and participating in the discussions. We do have a great community. Abel also commented on the success of the Healthy Hearts Run.

Council Member Leone thanked all the commissioners for their diligent work. Thanked all the volunteers.

Mayor Pro Tem Huntington announced that he and Council Member Rowe visited the senior housing apartment manufacturing facility. Commented favorably regarding the pre-fab units and congratulated Captain Mondary on his recent appointment. Huntington also reported attending the wildflower lecture at the Hi Desert Nature Museum presented by Mark Wheeler.

Council Member Rowe congratulated Captain Mondary and echoed Mayor Pro Tem Huntington's thoughts on the construction of the senior apartments.

Mayor Lombardo congratulated Dale Mondary and thanked the commissioners for their work. Lombardo also expressed that he is glad to see that Yucca Valley is an involved community.

#### **ANNOUNCEMENTS**

The next regular Town Council meeting is scheduled for 6:00 p.m., Tuesday, April 1, 2014, Yucca Valley Community Center Yucca Room

#### **ADJOURNMENT**

With no further business, Mayor Lombardo adjourned to closed session at 7:45 p.m.

#### **CLOSED SESSION**

The Town Council adjourned from closed session at 9:30 p.m. with no reportable action. However, the Council offered the following statement: The Town Manager Recruitment Ad-Hoc Committee continues to evaluate multiple internal organization candidates. Meanwhile, Mr. Stueckle will continue to serve as Acting Town Manager.

Respectfully Submitted,

Maureen S. Randall  
Administrative Assistant



**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
APRIL 1, 2014**

**OPENING CEREMONIES**

Mayor Lombardo called the meeting to order at 6:04 p.m.

Council Members Present: Abel (Arrived at 6:35 p.m.) 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 Mayor Lombardo

The Invocation was led by Pastor Bill Wilcox, Evangelical Free Church

**AGENCY REPORT**

1. Wanda Stadum, Marketing Director for Desert Regional Tourism Agency presented a performance report for the local California Welcome Center.

**APPROVAL OF AGENDA**

Mayor Pro Tem Huntington moved to approve the agenda for the Regular Town Council Meeting of April 1, 2014. Council Member Leone seconded. Motion carried 4-0-1 on a voice vote, with Council Member Abel absent.

**CONSENT AGENDA**

2. **Waive** further reading of all ordinances and read by title only
3. **Approve** the Town Council meeting minutes of the Regular Meeting of February 4, 2014, the Regular Meeting of February 18, 2014, and the Regular Meeting of March 4, 2014 as presented and  
**Amend** the Town Council meeting minutes of the Joint Special Meeting with the Planning Commission of February 4, 2014 to reflect a correction to a public comment, as Yucca Valley resident, Margo Sturges was in favor of including wildlife corridor maps in the General Plan document and  
**Approve** the Town Council meeting minutes of the Joint Special Meeting with the Planning Commission of February 4, 2014 as amended.
4. **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

- 5. **Approve** Resolution No. 14-08 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.
- 6. **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.

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.

Mayor Pro Tem Huntington moved to approve consent agenda items 2-6. Council Member Rowe seconded. Motion carried 4-0-1 moved on a roll call vote.

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

**DEPARTMENT REPORTS**

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

Town Project Engineer Qishta presented the staff report for the 2014-15 Town-Wide Slurry Seal Project, known as Town Project No. 8340. The benefits of applying slurry to regularly maintained roads were explained. The goal of the street maintenance program is to have streets in sufficient condition to slurry seal every street in the Maintained Road System every five to seven years. Several local roadways have deteriorated beyond the slurry stage and require more expensive maintenance and repair. Estimated costs for slurry treatment is \$0.20 per square foot, cape seal treatment is \$0.45 per square foot and road reconstruction at \$8.00 per square foot. The 2014-2015 fiscal year slurry program is estimated at \$550,000.

Mayor Lombardo opened public comments.

Charles McHenry, Yucca Valley questioned the inclusion of partial roadways in the schedule instead of maintaining the entire section of road.

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

In response to public comment, Deputy Town Manager Stueckle explained the section of roadway questioned as omitted in the 2014-15 slurry schedule was maintained a couple of years ago under a separate project and is not on the same maintenance schedule as the rest of the roadway.

Mayor Lombardo asked for clarification on the ongoing maintenance cost if all the roads were up to the same standard to be maintained by the slurry process. Deputy Town Manager Stueckle stated that a slurry process for all Town maintained roadways would be approximately \$1 million per year.

Council Member Rowe questioned how many square feet are lost from the slurry to cape seal category each year a road is unfunded. Rowe continued and requested this information for the upcoming budget discussions to explain the monetary effects when roadway conditions move beyond the level of routine slurry maintenance. The current year impacts would be nice to have included in budget discussion.

Council Member Rowe moved to adopt Resolution No. 14-09, approve the plans and specifications for Project No. 8340, and authorize the Town Clerk to advertise and receive bids. Mayor Pro Tem Huntington seconded. Motion carried 4-0-1 on a roll call vote.

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

**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**

Town Clerk Copeland presented the staff report for the Council Manual of Procedural Guidelines explaining that the recommended changes from prior Town Council review have been included in the current document.

Mayor Lombardo opened public comments.

Ron Cohen, Yucca Valley commented on Section 8.1 to consider moving the questions of

staff and council discussion, prior to opening the public hearing.

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

Deputy Town Manager Stueckle explained that the reasoning behind receiving public comment prior to questions of staff or council discussion, as it allows the council to receive public opinion prior to taking a specific stand on an issue.

Town Attorney Laymon also offered that when the council converses with staff or each other and new information is brought up, it is not uncommon to reopen public comment on these new revelations.

Council Member Huntington commented that the current practice of receiving public input prior to council discussion works well.

Mayor Pro Tem Huntington moved to:

- Receive the Draft Manual of Procedural Guidelines including amendments requested by the Town Council at the February 18, 2014 meeting
- Adopt Resolution No. 14-10 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. 248 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.

Council Member Rowe seconded. Motion carried 4-0-1 on a roll call vote.

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Council Member Abel

Council Member Abel arrived at 6:35 p.m.

## 9. **FY 2014-16 Baseline Budget Revenue Review**

Administrative Services Director Yakimow presented the staff report for the fiscal years 2014-16 Baseline Budget for revenue. The presentation explained primary revenue

assumptions, with anticipated revenues of \$9.38m and \$9.65m, Sales tax growth rate of 4.5% and 5.5%, property tax growth rates of 3.5% and 2.5%, with the remaining categories essentially flat. Revenue source percentages are Property/VLF 45% (\$4,261,000), Sales Tax 34% (\$3,145,000), Franchise Fees / TOT 10% (\$960,000), and Services / Other at 11% (\$1,015,000).

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

Council Member Abel stated he likes seeing the area in a state of recovery and looks forward to future reports after the new retailers are open and generating tax revenue. Abel questioned the impact the sewer project may have on retailers.

Council Member Rowe agreed with Council Member Abel and reported that Hi Desert Water will be having a meeting tomorrow night that will hopefully present helpful information on the upcoming sewer project.

Council Member Leone commented that the Town’s TOT tax rate is low compared to others and would like to see it raised.

Mayor Pro Tem Huntington thanked Yakimow for the presentation and taking a conservative approach in revenue projections.

Council Member Abel moved to receive the initial base budget revenue forecast for the 2014-16 fiscal years budget. Mayor Pro Tem Huntington 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 speed limits on dirt roads placed on a future agenda.

**PUBLIC COMMENTS**

Mayor Lombardo opened public comments.

Charles McHenry, Yucca Valley commented on a travel concern he has with increased traffic on Joshua Drive and the 40 MPH speed limit the road has near Acoma.

Fritz Koenig, Yucca Valley distributed written communication to the Town Council and spoke on concerns with Home Occupancy Permit, HOP 11-05.

John Barraige, San Diego/Lucerne Valley, stated he is an attorney representing Mr. Koenig and spoke of the conditions of approval of HOP 11-05 and requested that the Town Council review the report they received.

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

**STAFF REPORTS AND COMMENTS**

Town Project Engineer Qishta presented an update on various capital projects and private land development projects, including the Senior Housing Project, Hawks Landing Golf Course, Marshalls/Petco commercial building, Panda Express/Taco Bell construction, TCRP- SR62 Improvements, PLHD- SR 62 Improvement Project, the SR 62 Signal Synchronization, Safe Routes to School and the Dumosa Traffic Signal.

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

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

10. Council Member Abel spoke of misinformation in the community and is glad that staff is here to present informative updates so the correct information is available. Abel also stated that he understands that commutes are being disrupted, yet looks forward to a safer highway when the projects are complete.
11. Council Member Leone stated he is opposed to the median projects along the highway, but does approve of the sidewalks along SR 62.
12. Council Member Rowe asked if the fire department personnel could be at a future meeting to attend a future meeting to report if there is any impact by the new medians.
13. Mayor Pro Tem Huntington reported that he recently attended a Soroptimists Award Ceremony and attended the City/County conference in Lake Arrowhead. Huntington also announced that Earth Day and a Science Saturday event is coming up at the Hi Desert Nature Museum.
14. Mayor Lombardo stated it is nice to see the movement in the community with the commercial projects underway and invited the public to attend future budget discussions.

**ANNOUNCEMENTS**

The next meeting of the Yucca Valley Town Council will be held on Tuesday, April 15, 2014 at 6:00 p.m., in the Yucca Room of the Yucca Valley Community Center.

ANNOUNCEMENTS

Mayor Lombardo adjourned the meeting at 7:25 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk



# SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

## March 2014 Summary

### ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 276 requests for assistance within our town boundaries. Division wide responses for the South Desert were 595 incidents.

#### EMERGENCY RESPONSES

##### ESTIMATED FIRE LOSS (In dollars)

Total Loss	\$	2,550	Value	\$	198,525
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##### RESPONSES OTHER THAN FIRES

Fires	3
Rupture / Explosion	0
EMS / Rescue	203
Hazardous Condition	3
Service Calls	29
Good Intent Calls	27
False Call	9
Other	2

##### ALARMS – ALL TYPES

Yucca Valley Response Area

2013 Year-to-Date

TOTAL NON-FIRE RESPONSE .....	999
TOTAL FIRE RESPONSES .....	15
TOTAL ALARMS .....	1014

##### Significant Events:

- Structural Firefighting Training – Wide Rise/Deep Stretch Deployments
- Vehicle Fire resulted in fire loss.





## SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

### *Smoke Detectors – SAVE LIVES*

Fire is the third leading cause of accidental death in the home. The risk of dying in a fire is twice as high in a home without a smoke alarm.

Most people who die in fires are not in the room where the fire starts. This is because the smoke created by the fire spreads to all areas of the home. Even a small fire can fill your home up with deadly smoke.

Three fourths of all fire-related deaths are from smoke inhalation, caused by toxic gases produced as a fire develops and spreads. Most of fires fatalities occur between 2 a.m. and 6 a.m. when people are sleeping. Contrary to popular belief, the smell of smoke may not wake a sleeping person. Instead, the poisons gases and smoke produced by a fire can numb the senses and put one into a deeper sleep.

The only thing standing between the deadly fumes of a fire and a safe escape is the piercing sound of a smoke alarm.

See attached flyer for additional information ~

## Is There Any Place I Shouldn't put a Smoke Alarm?

Smoke alarms are not made to work in extreme heat or cold. They are not recommended for attics and similar spaces that are heated in the winter or cooled in the summer. This also applies to garages. The smoke from the engine exhaust fumes will cause nuisance alarms and clog the smoke alarm. Also, don't mount smoke alarms near fans, air ducts, windows, doors, or fireplaces. The moving air can blow smoke away from the sensor.

## Are They Difficult to install?

Not at all. In most cases, all you'll need is a screwdriver. Some brands are self-adhesive and will automatically stick to the wall or ceiling where they are placed. However, be sure to follow the manufacturer's instructions because each brand is different. Most manufacturers provide drawings with instructions that show you where to locate the smoke alarm and how to mount them.

- The best place to mount your smoke alarm is on the ceiling, but make sure it is at least 4-6 inches away from the nearest wall.
- Always test your newly installed smoke alarms.
- If mounting the smoke alarm on the ceiling is not possible, mount the alarm high on the wall, at least three feet from a corner. When mounting on a wall, the smoke alarm should be no closer to the ceiling than 4 inches and no farther from the ceiling than 12 inches.

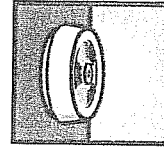
## How Many Do I Need?

The more smoke alarms you have, the better your chances of surviving a fire. The closer the smoke alarm is to a fire, the more quickly it will go off warning you and your family that there is a fire in the house. When deciding how many smoke alarms to put in your home, don't skimp.

## Check your smoke alarms at least once a month!



## Change your batteries when you change your clocks in the spring and in the winter!



© 2006 CPRES

San Bernardino County  
Fire Department

Community Safety Division



San Bernardino County Fire Department  
620 South "E" Street  
San Bernardino, Ca, 92415-0179  
Phone: 909-386-8472  
website: [www.sbcfire.org](http://www.sbcfire.org)



## Smoke Alarms

Smoke alarm technology has been around since the 1960s. But the single-station, battery-power smoke alarm we know today became available to consumers in the 1970s, and since then the home fire death rate has been reduced by half. NFPA estimates that 94% of U.S. homes have at least one smoke alarm.

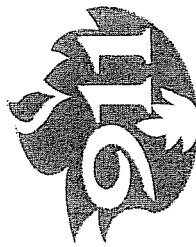
### Why Do I Need A Smoke Alarm?

Fire is the third leading cause of accidental death in the home. The risk of dying in a fire is twice as high in a home without a smoke alarm. Most people who die in fires are not in the room where the fire starts. This is because the smoke created by the fire spreads to all areas of the home. Even a small fire can fill your home up with deadly smoke. Three-fourths of all fire-related deaths are from smoke inhalation, caused by toxic gases produced as a fire develops and spreads. Most of fires fatalities occur between 2 a.m. and 6 a.m. when people are sleeping. Contrary to popular belief, the smell of smoke may not wake a sleeping person. Instead, the poisons gases and smoke produced by a fire can numb the senses and put one into a deeper sleep. The only thing standing between the deadly fumes of a fire and a safe escape is the piercing sound of a smoke alarm.



### Where Do I Buy A Smoke Alarm?

Most hardware, home supply, or general merchandise stores carry smoke alarms. If you are unsure of where to buy smoke alarms in your area, call your local fire department on a non-emergency line. If you can not afford a smoke alarm call your local Fire Department on a non-emergency line. Some fire departments have programs that give free smoke alarms to those who need them.



### What Type Should I Get?

The type of smoke alarm is less important than the number of smoke alarms you have in your home. There are two basic kinds of smoke alarms: ionization and photoelectric. Both are effective at detecting fires, although they do it in different ways. An ionization alarm monitors "ions" or electrically-charged particles in the air. The ionization alarm responds faster to small smoke particles. Flaming fires produce more small particles. Because the ionization alarm is more sensitive to small smoke particles, it will respond more quickly to the fumes and gases produced from cooking which could cause nuisance alarms if a smoke alarm of this type is installed near the kitchen. A photoelectric alarm uses a beam of light and a sensor. It responds more quickly to larger smoke particles. Smoldering fires produce larger smoke particles.

### For placement of smoke alarms, National codes & regulations recommend the following:

- At least one smoke alarm should be installed on every level of the home, including the basements; mount basement alarms on the ceiling above the base of the stairwell. This will allow smoke to be detected at the bottom of the stairs before it blocks the use of the stairs for escape from the basement, or before the fire spreads up the stairs to the floor above.
- There should be a smoke alarm in the main hallway outside of each bedroom area, close enough to be heard through a closed bedroom door.
- Install a smoke alarm inside each bedroom
- On floors without bedrooms, smoke alarms should be in or near living area such as family rooms, living rooms & dens. This is especially important if someone in your home smokes. Fires caused by smoking materials like cigarettes are the leading cause of fire-related deaths; accounting for 23% of all fatalities.
- A smoke alarm should be installed above stairwells.
- Put a smoke alarm near your kitchen. Cooking-related incidents are the leading cause of residential fires and fire-related injuries. Consider using a smoke alarm with a "hush" feature for a smoke alarm located near kitchen.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council  
From: Diane Olsen, Planning Technician  
Date: April 09, 2014  
For Council Meeting: April 15, 2014

Subject: Request for a Secondhand Dealers License  
SPL 01-14, Independence Guns & Ammo

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

Recommendation: That the Town Council approves Special License, SPL 01-14 based on the recommended Conditions of Approval.

Policy Discussion: The State Department of Justice (DOJ) has requested the local firearms dealers, including Bear Arms and Independence Guns & Ammo to provide these approvals. The DOJ has not made this request in writing of the dealers and has only made the requirement known through verbal phone conversations. Therefore there is no documentation of these requirements, but this information has been confirmed by both local dealers.

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 applicant is requesting approval for a Secondhand Dealers License for an existing firearms retail business 7211 Joshua Lane, Unit 4. The property is zoned General Commercial (C-G). The site is improved with a multi-tenant commercial building with paved parking and has access from Joshua Lane.


The recommended action is not a Town requirement. The State Department of Justice (DOJ) has requested the local firearms dealers, including Bear Arms and Independence Guns & Ammo to provide these approvals. Additionally, the DOJ has not made this request in writing of the dealers and has only made the requirement known through verbal phone conversations. Therefore there is no documentation of these requirements, but this information has been confirmed by both local dealers.


The retail sales activity is consistent with all Town ordinances/regulations, and the Town is processing these approvals to assist the local businesses in their compliance with State mandates.

Reviewed By:

  
Town Manager

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

  
Mgmt Services

  
Dept Head

Please see attached detailed staff report.

**Alternatives:** Staff recommends no alternative action

**Fiscal impact:** There is no fiscal impact to the approval of this application.

**Attachments:** Detailed Staff Report  
Application Materials

*Town Council: April 15, 2014*  
**TOWN OF YUCCA VALLEY**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
**PLANNING DIVISION STAFF REPORT**  
**INDEPENDENCE GUNS & AMMO**

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**Case:** SPECIAL PERMIT LICENSE, SPL 01-14  
SECONDHAND DEALERS LICENSE

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**Request:** THE APPLICANT REQUESTS APPROVAL OF SPECIAL LICENSE, SPL 01-14, FOR A SECONDHAND DEALERS LICENSE FOR AN EXISTING FIREARMS RETAIL BUSINESS LOCATED AT 7211 JOSHUA LANE, UNIT 4, ON THE EAST SIDE OF JOSHUA LANE. THE SITE IS APPROXIMATELY 0.55 ACRES.

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**Applicant:** LUKE MINTZ  
7211 JOSHUA LANE UNIT 4  
YUCCA VALLEY, CA 92284

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**Property Owner:**  
MARK GUNTON  
53806 RIDGE ROAD  
YUCCA VALLEY, CA 92284

---

**Representative**  
SAME AS APPLICANT

---

**Location:** THE PROJECT IS LOCATED AT 7211 JOSHUA LAND, UNIT 4 AND IS IDENTIFIED AS ASSESSOR PARCEL NUMBER 595-172-19.

---

**Existing General Plan Land Use Designation**  
THE SITE IS CURRENTLY DESIGNATED MIXED USE (MU)

---

**Existing Zoning Designation:**  
THE SITE IS CURRENTLY ZONED GENERAL COMMERCIAL (C-G)

---

**Surrounding General Plan Land Use Designation**  
NORTH: MIXED USE (MU)  
SOUTH: MIXED USE (MU)  
WEST: MIXED USE (MU)  
EAST: MIXED USE (MU)

---

**Surrounding Zoning Designations:**

NORTH: GENERAL COMMERCIAL (C-G)  
SOUTH: GENERAL COMMERCIAL (C-G)  
WEST: GENERAL COMMERCIAL (C-G)  
EAST: OFFICE COMMERCIAL (C-O)

---

**Surrounding Land Use:**

NORTH: BANK  
SOUTH: CARWASH  
WEST: VACANT BUILDING, VACANT LOT  
EAST: VACANT LOTS

---

**RECOMMENDATIONS:**

**SPECIAL LICENSE, SPL 01-14:** THAT THE TOWN COUNCIL APPROVES SPECIAL LICENSE, SPL 01-14 BASED ON THE RECOMMENDED CONDITIONS OF APPROVAL.

PROJECT PLANNER: DIANE OLSEN, PLANNING TECHNICIAN  
REVIEWED BY: SHANE STUECKLE, DEPUTY TOWN MANAGER

## I. GENERAL INFORMATION

**PROJECT DESCRIPTION:** The applicant requests approval of Special License, SPL 01-14, for a Secondhand Dealers license at an existing firearms retail business.

**LOCATION:** The project is located at 7211 Joshua Lane, Unit 4 and is identified as Assessor Parcel Number 595-172-19.

## II. PROJECT ANALYSIS

**GENERAL PLAN CONSIDERATION:** Policy LU 1-15 of the Land Use Element of the General Plan states "Maintain Yucca Valley's position as the economic hub of the Morongo Basin. Support a broad range of commercial retail, service, office, business park, research and development, light industrial and industrial uses to provide employment opportunities and contribute to the Town's economic sustainability." The site is developed with a 5,463 square foot multi-tenant commercial building and as currently developed is consistent with the General Plan.

**ENVIRONMENTAL CONSIDERATIONS:** As defined by Section 15301, Existing Facilities, of the California Environmental Quality Act, the project is exempt from environmental review.

**SURROUNDING LAND USES:** The land uses surrounding the subject property consist of a bank to the north, a carwash to the south, a vacant commercial building and vacant lot to the west and vacant lots to the east.

**SURROUNDING GENERAL PLAN LAND USE DESIGNATIONS:** The properties surrounding the site have General Plan Land Use Designations of Mixed Use (MU).

**SURROUNDING ZONING DESIGNATIONS:** The properties surrounding the site have zoning designations of General Commercial (C-G) and Office Commercial (C-O).

**PARKING:** Bases upon the size of the structure at 5,463 square feet, the property is required to have 22 paved parking stalls. The property currently has 28 paved parking stalls, and therefore has an excess of 6 parking stalls.

**DISCUSSION:** The applicant is requesting approval for a Secondhand Dealers license for the purpose of buying and selling previously owned firearms. The business is an existing firearms retail business located at 7211 Joshua Lane. The property is located within the General Commercial zoning district. The site is improved with a multi-tenant commercial building with paved parking on three sides of the structure and has access from Joshua Lane. The site consists of a rectangular lot of approximately 0.55 acre.

The application was forwarded to the Sheriff's Department on March 25, 2014. The Town has received no response from the Sheriff's Department as of the writing of this staff report.





# Special License Permit Application

Date Received	02/24/14
By	D OLSEN
Fee	110 <sup>00</sup>
Case #	SPL-01-14

- Pawnbroker       Secondhand Dealer       Junk Dealer  
 New       Renewal

### General Information

APPLICANT Luke Mintz Phone [REDACTED] Fax \_\_\_\_\_  
 Mailing Address 7211 Joshua Lane unit 4 Email # [REDACTED]  
 City Yucca Valley State CA Zip 92284  
 Driver's License # [REDACTED] State California

REPRESENTATIVE \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ Email \_\_\_\_\_

PROPERTY OWNER MARK GUNTON Phone [REDACTED] Fax \_\_\_\_\_  
 Mailing Address [REDACTED] Email \_\_\_\_\_  
 City Yucca Valley State CA Zip 92284  
Courtyard commercial Realty P.O. Box 56 92286

### Project Information

Business Name Independence Guns & Ammo Assessor Parcel Number(s) \_\_\_\_\_  
 Business Address 7211 Joshua lane unit 4 Yucca Valley Ca. 92284  
 Resale Number: 102-423346  
 (Board of Equalization)  
 Applicant Signature [Signature]  
 Property Owner Signature [Signature] Rep - Mat

Town of Yucca Valley  
 Community Development Department  
 Planning Division  
 58928 Business Center Dr  
 Yucca Valley, CA 92284  
 760 369-6575 Fax 760 228-0084  
[www.yuccavalley.org](http://www.yuccavalley.org)  
 p.23

**Owner/Applicant Authorization**

**Applicant/Representative:** I/We have reviewed this completed application and the attached material. The information included with this application is true and correct to the best of my/our knowledge. All documents, maps, reports, etc., submitted with this application are deemed to be public records. I/We further understand that the Town might not approve the application as submitted, or might set conditions of approval. Further, I understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records.

Signed: *[Signature]*

Date: 1-21-14

**Property Owner/ Authorized Agent:** I/We certify that I/We are presently the legal owner(s) of the above described property (If the undersigned is different from the legal property owner, a letter of authorization must accompany the form). Further, I/We acknowledge the filing of this application and certify that all of the above information is true and accurate. I/We understand that I/We are responsible for ensuring compliance with conditions of approval I hereby authorize the Town of Yucca Valley and or/its designated agent(s) to enter onto the subject property to confirm the location of existing conditions and proposed improvements including compliance with applicable Town Code Requirements. Further, I understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. I am hereby authorizing Luke Mintz

to act as my agent and is further authorized to sign any and all documents on my behalf.

Signed: *[Signature]*

Dated: 2-21-14

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

8/30/2013 SR EHC 102-423346

LUKE'S FIREARMS  
LUKE M MINTZ  
7211 JOSHUA LN STE 4  
YUCCA VALLEY, CA 92284-2956

*NOTICE TO PERMITTEE:  
You are required to obey all  
Federal and State laws that  
regulate or control your  
business. This permit does  
not allow you to do  
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE  
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.  
THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS  
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES  
OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address.*

**For general tax questions, please call our Information Center at 800-400-7115.**

**For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-R REV. 15 (2-06)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

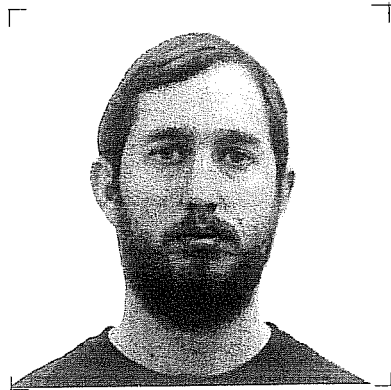
- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Date: April 9, 2014
For Council Meeting: April 15, 2014
Subject: Request For Proposals (RFPs) for Street Sweeping Services Authorization to Release RFP

Prior Council Review: None for this item.

Recommendation: That the Town Council authorizes the Town Manager to release the RFP for street sweeping services.

Executive Summary: Street Sweeping is necessary to clean the streets and roadways of dirt and debris resulting from heavy rain storms, as well as the general accumulation of dirt and sand. Therefore the Town commonly contracts with private sector contractors for street sweeping services.

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: Street Sweeping is necessary to remove sand, dirt and debris from the Maintained road system. Town-wide storm events can require the allocation of resources for several months, including emergency storm clean up services (addressed under a separate contract). Properly designed and implemented, this program results in debris removal being accomplished in the shortest time period possible following storm events, while also providing the Town the ability to control costs through contract services.

The last time the town released an RFP for street sweeping services was in 2005. The proposed schedule for the RFP process is as follows.

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

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

- Release of RFP – Wednesday, April 16, 2014
- Deadline for applicants to email questions – Monday, April 21, 2014
- Answers Emailed – Wednesday, April 23, 2014
- Proposal due date – Wednesday, May 7, 2014
- Review of Proposals – May 8 – May 22, 2014
- Town Council Meeting – Tuesday, June 3, 2014

**Alternatives:** No alternatives are recommended.

**Fiscal impact:** There are no fiscal impacts created by the release of the attached RFP, less advertising and circulation costs. Street sweeping service annual costs are based upon rain storm activity levels.

**Attachments:** Draft Street Sweeping RFP

# TOWN OF YUCCA VALLEY

## REQUEST FOR PROPOSAL TO PROVIDE MECHANICAL STREET SWEEPING SERVICES



**Bid Due Date: Wednesday, May 7, 2014 at 3:00 p.m.**

TOWN OF YUCCA VALLEY  
57090 TWENTYNINE PALMS HWY.  
YUCCA VALLEY, CA 92284

**REQUEST FOR PROPOSALS  
MECHANICAL STREET SWEEPING SERVICES**

The Town of Yucca Valley seeks qualified contractors to provide mechanical street sweeping services within the town limits of Yucca Valley.

For ease of reference, The Town of Yucca Valley will hereinafter be referred to as the *Town*, respondents to the proposal will be referred to as *bidders*, and the selected bidder shall be referred to as the *Contractor*.

**1.0 GENERAL INFORMATION:**

**1.1 Purpose**

The intent of this Request for Proposals is to select bidders to perform mechanical street sweeping services for the Town of Yucca Valley. This Request for Proposals (RFP) states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which bidders may be selected and the contractual terms by which the Town intends to govern the relationship between it and the selected Contractor.

**1.2 Scope**

Services as defined in Section 3.0 will normally be performed Monday – Friday, 6:00 a.m. to 4:00 p.m. on an on-call basis. On occasion, sweeping services may be required before and after normal business hours and on weekends, and multiple sweepers may be needed for storm cleanup or other emergency situations which will require rapid mobilization.

**1.3 Evaluation Criteria**

Proposals will be evaluated on many criteria deemed to be in the Town's best interests to include but not be limited to:

- Ability to meet specifications
- Pricing
- Responsiveness to proposal terms and conditions
- References
- Experience in providing the services specified in this RFP.

**1.4 Communication with the Town of Yucca Valley**

It is the responsibility of the bidder to inquire about any requirements of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Town will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to:

The  
than

Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
58928 Business Center Drive  
Yucca Valley, CA 92284  
(760) 369-6579 x305



**1.5 Award of Proposal**

The Town will make the award on a total sum basis to the most responsive and responsible bidders as determined by evaluation of the criteria defined in Section 1.3. The Town reserves the right to waive minor irregularities. The Town reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the Town. The Town may cancel this Request for Proposal.

**1.6 Award Protest**

Bidders may protest the award decision by submitting a written protest to the Town Clerk within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

**1.7 Costs of Preparation**

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

**1.8 Proposal Understanding**

By submitting a proposal, the bidder agrees and assures that the specifications are understood and are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

**1.9 Proposal Components**

a) Proposal Narrative which includes the following items:

- 1) The name, address and phone number of the contractor's contact person for the remainder of the selection process.
- 2) Company background – a short description of your company, including a description of your company's experience as it pertains to providing services similar to those required under this RFP.
- 3) Total number of years your company has been in business.
- 4) Total number of employees in your company.

b) Statement of Qualifications (Attachment B) – Attach a completed "Statement of Qualifications" (Attachment B) describing similar work you performed for other public agencies. In addition, list how many additional sweepers you can provide for storm cleanup and indicate how much time notification is required for your employees and equipment to be mobilized and ready to proceed with work.

c) List of Equipment (Attachment C) – Attach a completed and signed "List of Equipment" (Attachment C) describing the type, year, make and model of each piece of equipment, including an hourly rate, that includes an operator.

d) References – Please provide at least three (3) customers whom we may contact for references. Ideally, these references should reflect projects of similar size and scope of this project, if possible.

**1.10 Proposal Submission**

Submit **one (1) SIGNED** original and **two (2)** copies of the proposal to:

**Office of Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Hwy.  
Yucca Valley, CA 92284**

in a sealed envelope by close of business, **Wednesday, May 7, 2014** to be date stamped and accepted for consideration. Normal business hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday. Town offices are closed on Fridays. There will be no public opening of proposals. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the deadline because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The Town assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date will not substitute for receipt of proposal. In the event of suspended Town operations, all proposal openings and or conferences will be rescheduled for the next regularly designated business day at the same time and location. Additional time will not be granted to any single bidder, however additional time may be granted to all bidders when the Town determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

Proposals must be submitted in a sealed envelope clearly marked **“Sealed Bid – STREET SWEEPING SERVICES. Do Not Open”** and due date on the outside. Proposals shall be valid for a minimum of sixty (60) days.

**2.0 GENERAL TERMS AND CONDITIONS:**

**2.1 Contract Documents**

A sample of the Town’s standard contract is attached as Attachment A. Please indicate in specific detail any terms or partial terms that are unacceptable to you. For each indicated term or partial term, indicate why the term or partial term is not acceptable, and provide alternative wording that you would suggest replace the same. The Town may or may not agree to this language, and identification of terms deemed unacceptable.

**2.2 Contract Period**

The contract period shall be for a one-year period. The Town shall have the option to renew this Agreement annually for two additional one-year periods after the initial contract term. The Town shall have the right, in its sole discretion, to terminate any agreement by giving thirty (30) days written notice to contractor.

**2.3 Contract Data**

The Contractor is required to provide the Town with detailed data concerning the contract at the completion of each contract year or at the request of the Town at other times. The Town reserves the right to audit the Contractor’s records to verify the data. This data may include, but is not limited to, actual number of hours worked, listings of equipment used, and total cost of services rendered.

**2.4 Contractor’s Liability Insurance**

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury, Personal Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

### 3. Workers Compensation

Required for all personnel

(In Compliance with Applicable California State Law)

The Town of Yucca Valley shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

Town of Yucca Valley Risk Manager  
57090 Twentynine Palms Hwy.  
Yucca Valley, CA 92284

Refer to the sample contract attached as Attachment A for more detailed contractual requirements.

## 3.0 PERFORMANCE TERMS AND CONDITIONS

### 3.1 Contract Administrator

The Public Works Department, telephone: (760) 369-6579 x308, email: [abrucker@yucca-valley.org](mailto:abrucker@yucca-valley.org), will be responsible for administering and managing the day-to-day operations and work specifications of the contract.

### 3.2 Employees

Contractors employees, agents or representatives charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment and materials. Work performed for the Town shall be in a good and professional manner, subject to the reasonable satisfaction of the Town. All Contractors employees, agents or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws. Contractors shall be responsible for all required traffic control and supervision of Contractor's personnel.

### 3.3 Equipment

All equipment required to carry out operations within the scope of this contract must be listed on Exhibit C - List of Equipment, and shall be provided by the Contractor and shall be of good commercial quality, in good working order, and meet CAL-OSHA safety and insurance certification requirements, vehicle code and air quality regulations, and is subject to Town approval. All equipment shall arrive at the jobsite safety inspected, in good working order and ready to perform. All equipment must also have an operator, and the hourly rate included in all proposals must include equipment with an operator.

### 3.4 Work Specifications

Furnish all necessary materials, equipment, labor and incidentals as required to perform street sweeping for 150 +/- miles of paved roadway within the town limits of Yucca Valley. The work involved shall include mechanical and/or manual sweeping of all Town streets, areas, median island curbs and pockets, paved intersections and cul-de-sacs. The areas to be swept consist of all designated streets, approximately 150 +/- miles, located on the Town of Yucca Valley Maintained Road List, as illustrated on Attachment D.

Normal sweeping work is to be performed Monday through Friday, 6:00 a.m. to 4:00 p.m., excluding Town holidays. A sweeping schedule will be provided to the Contractor at the beginning of the sweeping week.

On occasion, sweeping services may be required before and after normal business hours and on weekends, and multiple sweepers may be needed for storm cleanup or other emergency situations which will require rapid mobilization.

### 3.5 **Performance Standards**

Street sweeping shall be performed in accordance with acceptable standards for routine and emergency municipal street cleaning. Additional performance standards include:

- a) When necessary for proper street cleaning, more than one pass will be made on the street without additional charge;
- b) Additional sweeps requested by the Town of Yucca Valley for unsatisfactory performance shall be responded to immediately;
- c) The Town reserves the right to add additional streets and/or other right-of-way to the street schedule. The contractor shall provide any additional sweeping services at the agreed upon per curb mile cost;
- d) Contractor shall maintain the sweeping schedule as approved by the Town of Yucca Valley and shall maintain standby equipment to be used in the event of equipment breakdown or an emergency;
- e) Sweepers shall not be operated faster than 10 mph when sweeping paper, leaves or light trash, 5 mph when sweeping normal accumulation of dirt, sand and gravel, and 3 mph when sweeping heavy accumulation of dirt, sand and gravel.
- f) A sweeping schedule will be provided to the Contractor at the beginning of the sweeping week.
- g) The Town of Yucca Valley is the sole authority for canceling scheduled street sweeping due to inclement weather.
- h) The Town of Yucca Valley is the sole authority for scheduling emergency street sweeping work to be performed.
- i) Contractor shall be responsible for disposal of all refuse collected by hauling the same to a legally established disposal area. If refuse is stored at a transfer site, the site shall be cleared weekly.
- j) Contractor shall not normally sweep on Saturday, Sunday or Town recognized holidays, except for in the event of emergency street sweeping as directed by Public Works personnel.
- k) Contractor shall spray street with water during street sweeping operations to the extent required to minimize blown dust/dirt in compliance with MAQMD – PM10 requirements.
- l) Consultant will submit a list of the type of equipment to be utilized, including the year, make and model of each sweeper proposed for providing services to the Town for approval. At a minimum the Contractor shall provide one (1) primary and one (1) back up sweeper.

### 3.6 **Environmental Protection**

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the Town and applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract.

### 3.7 **Payments**

Invoices shall be submitted to the Town of Yucca Valley on a weekly basis on a net 45 basis.

#### 4.0 TIMELINE

- Release of RFP – Wednesday, April 16, 2014
- Deadline for applicants to email questions – Monday, April 21, 2014
- Answers Emailed – Wednesday, April 23, 2014
- **Proposal due date – Wednesday, May 7, 2014**
- Review of Proposals – May 8 – May 22, 2014
- Town Council Meeting – Tuesday, June 3, 2014

#### 5.0 ATTACHMENTS

- Attachment A – Sample Professional Services Agreement for the Town of Yucca Valley
- Attachment B – Statement of Qualifications (must be completed and submitted with proposal).
- Attachment C – List of Equipment (must be completed and submitted with proposal).
- Attachment D – Map of Maintained Roads within the Town of Yucca Valley

# ATTACHMENT A

## SAMPLE AGREEMENT FOR CONTRACT SERVICES BETWEEN THE TOWN OF YUCCA VALLEY, CALIFORNIA AND

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THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Yucca Valley, a general law municipal corporation (“Town”) and \_\_\_\_\_, (“Consultant” or “Contractor”). Town and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

### RECITALS

- A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.
- B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.
- C. Pursuant to the Town of Yucca Valley’s Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1. SERVICES OF CONTRACTOR**

##### **1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

##### **1.2 Contractor’s Proposal.**

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.4 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

### **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

### **1.6 Care of Work.**

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

### **1.7 Warranty.**

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

### 1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### 1.10 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

### 1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.



### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### 2.4 Invoices.

Each month Contractor shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission.

### 2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Inspection and Final Acceptance.

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the

provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

**3.5 Term.**

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Town. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**4.2 Status of Contractor.**

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Contract Officer.**

The Contract Officer shall be such person as may be designated by the Town Manager of Town. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein.

Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

### ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

#### 5.1 Insurance Coverage.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

#### 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, Town of Yucca Valley – Street Sweeping Services

employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] \_\_\_\_\_

Contractor Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

**5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **5.4 Performance Bond.**

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to Town performance bond in the sum of the amount of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

#### **5.5 Sufficiency of Insurer or Surety.**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of Town ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Town, and access shall be provided by Contractor's successor in interest.

## 6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino.

### 7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### 7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of Zero Dollars and 0 Cents (\$0,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of

Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

### **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of Agency Officers and Employees.**

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.



### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### 9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

### 9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation

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

ATTEST:

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

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_

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

Name:

Title:

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

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

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

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____  _____	_____ TITLE OR TYPE OF DOCUMENT  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT  _____ SIGNER(S) OTHER THAN NAMED ABOVE

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

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

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

INDIVIDUAL

CORPORATE OFFICER

\_\_\_\_\_

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

TITLE(S)

PARTNER(S)     LIMITED

GENERAL

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

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

\_\_\_\_\_  
DATE OF DOCUMENT

OTHER \_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Contractor will perform the following Services:**
  - A.
  - B.
  - C.
  - D.
  
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**
  - A.
  - B.
  - C.
  - D.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:**
  - A. Project Schedule
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.**
  
- V. Contractor will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

DRAFT

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	<b>Task A</b>	_____	_____	_____
<b>B.</b>	<b>Task B</b>	_____	_____	_____
<b>C.</b>	<b>Task C</b>	_____	_____	_____
<b>D.</b>	<b>Task D</b>	_____	_____	_____
<b>E.</b>	<b>Task E</b>	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

**VI. The Town will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

**V. The total compensation for the Services shall not exceed \$ \_\_\_\_\_, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**



**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all services timely in accordance with the following schedule:**

		<b><u>Days to Perform</u></b>	<b><u>Deadline Date</u></b>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

**II. Contractor shall deliver the following tangible work products to the Town by the following dates.**

- A.
- B.
- C.
- D.
- E.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

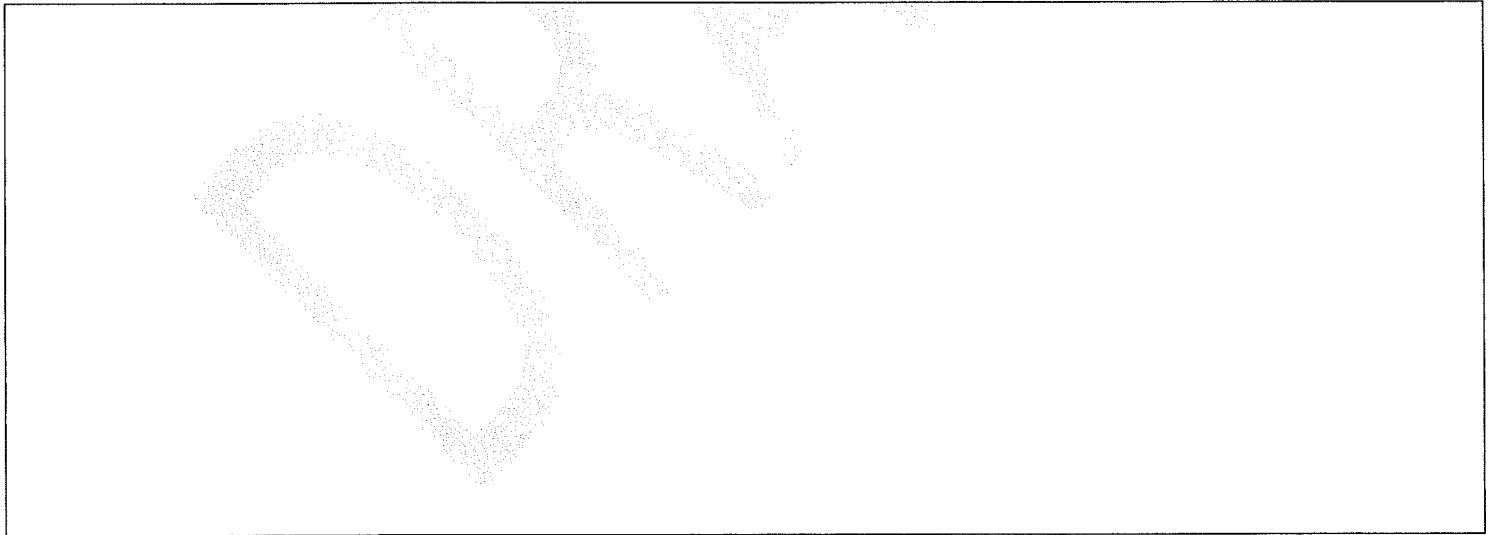
# ATTACHMENT B

## Statement of Qualifications

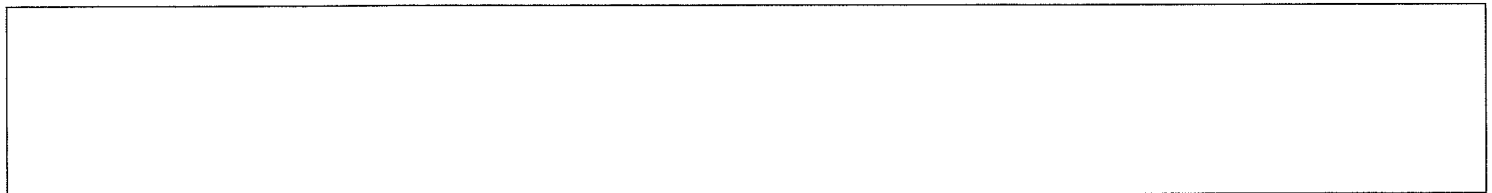
Please describe work performed similar to that outlined in this RFP for any *public agencies*:



Please describe work performed similar to that outlined in the RFP in the *private sector*:



Indicate how much time notification is required for your employees and equipment to be mobilized within the Town of Yucca Valley and ready for work:

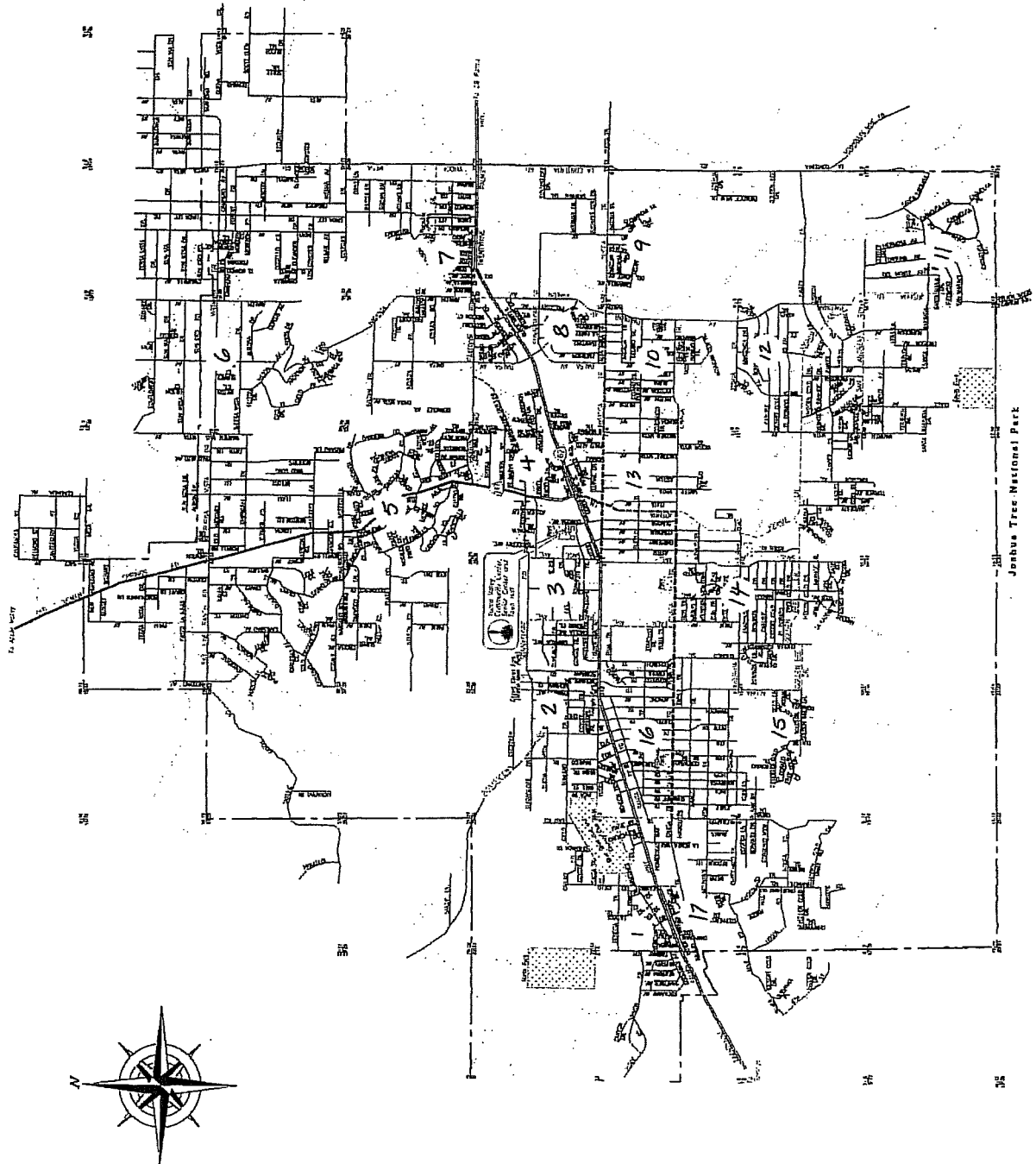


**Include this completed form in your proposal.**



# Attachment D

## Map of Maintained Road System Town of Yucca Valley



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
**Date:** April 8, 2014  
**For Council Meeting:** April 15, 2014  
**Subject:** Request For Proposals (RFPs) for Emergency Storm Cleanup and Shoulder Maintenance Contract Services  
Authorization to Release RFP

**Prior Council Review:** None for this item.

**Recommendation:** That the Town Council authorizes the release the RFP for emergency storm cleanup services.



**Executive Summary:** Emergency storm cleanup is necessary to clean the streets and roadways of debris resulting from heavy rain or snow storms. Clean up following larger storm events exceed the capacity of Town forces. Therefore the Town commonly contracts with private sector contractors for storm cleanup following the event(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:** Emergency storm cleanup is necessary to remove sand, dirt and debris from the Maintained road system following storm events. The Town desires to have alternative resources available for emergency storm cleanup as well as annual shoulder maintenance services. This process creates an approved contractors list for storm clean up, allowing the Town to enter into agreements with private "on-call" contractors to assist the Town in response to storm events. One contractor will be selected to perform annual shoulder maintenance services for the Town.

Town-wide storm events can require the allocation of resources for several months, including street sweeping services (addressed under separate contract).

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Reviewed By:	 _____ Town Manager	_____ Town Attorney	 _____ Mgmt Services	_____ SRS Dept Head
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<input checked="" type="checkbox"/> Department Report	<input checked="" 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

Properly designed and implemented, this program results in debris removal being accomplished in the shortest time period possible following storm events, while also providing the Town the ability to control costs through contract services.

The last time the town released an RFP for emergency storm clean up services was in December 22, 2010. The proposed schedule for the RFP process is as follows:

- Release of RFP – Wednesday, April 16, 2014
- Deadline for applicants to email questions – Monday, April 21, 2014
- Answers Emailed – Wednesday, April 23, 2014
- Proposal due date – Wednesday, May 7, 2014
- Review of Proposals – May 8 – May 22, 2014
- Town Council Meeting – Tuesday, June 3, 2014

**Alternatives:** No alternatives are recommended.

**Fiscal impact:** There are no fiscal impacts created by the release of the attached RFP, less advertising and circulation costs.

**Attachments:** Draft Emergency Storm Cleanup/Shoulder Maintenance RFP

# TOWN OF YUCCA VALLEY

## REQUEST FOR PROPOSAL TO PROVIDE EMERGENCY DEBRIS CLEANUP/REMOVAL SERVICES



**Bid Due Date: Wednesday, May 7, 2014 at 3:00 p.m.**

**TOWN OF YUCCA VALLEY  
57090 TWENTYNINE PALMS HWY.  
YUCCA VALLEY, CA 92284**

**REQUEST FOR PROPOSALS  
EMERGENCY DEBRIS CLEANUP/REMOVAL SERVICES**

The Town of Yucca Valley seeks qualified contractors to provide emergency debris cleanup and removal services within the town limits of Yucca Valley.

For ease of reference, The Town of Yucca Valley will hereinafter be referred to as the *Town*, respondents to the proposal will be referred to as *bidders*, and the selected bidder(s) shall be referred to as the *Contractor*.

**1.0 GENERAL INFORMATION:**

**1.1 Purpose**

The intent of this Request for Proposals is to select bidders to assist the Public Works Department in the cleanup and removal of debris in the event of an emergency or severe storm. This Request for Proposals (RFP) states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which bidders may be selected and the contractual terms by which the Town intends to govern the relationship between it and the selected Contractor(s).

**1.2 Scope**

Services as defined in Section 3.0 will be on an on-call basis and will require rapid mobilization. Services may be required before and after normal business hours and on weekends. The hourly rate included in all proposals is to include equipment with an operator.

**1.3 Evaluation Criteria**

Proposals will be evaluated on many criteria deemed to be in the Town's best interests to include but not be limited to:

- Ability to meet specifications
- Pricing
- Responsiveness to proposal terms and conditions
- References
- Experience in providing the services specified in this RFP.



**1.4 Communication with the Town of Yucca Valley**

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The Town will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to:

Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
58928 Business Center Drive  
Yucca Valley, CA 92284  
(760) 369-6579 x308  
[abrucker@yucca-valley.org](mailto:abrucker@yucca-valley.org)

**1.5 Award of Proposal**

The Town will make the award on a total sum basis to the most responsive and responsible bidders as determined by evaluation of the criteria defined in Section 1.3. The Town reserves the right to waive minor irregularities. The Town reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the Town. The Town may cancel this Request for Proposal.

**1.6 Award Protest**

Bidders may protest the award decision by submitting a written protest to the Town Clerk within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

**1.7 Costs of Preparation**

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

**1.8 Proposal Understanding**

By submitting a proposal, the bidder agrees and assures that the specifications are understood and are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

**1.9 Proposal Components**

a) Proposal Narrative which includes the following items:

- 1) The name, address and phone number of the contractor's contact person for the remainder of the selection process.
- 2) Company background – a short description of your company, including a description of your company's experience as it pertains to providing services similar to those required under this RFP.
- 3) Total number of years your company has been in business.

- 4) Total number of employees in your company.
- b) Statement of Qualifications (Attachment B) – Attach a completed “Statement of Qualifications” (Attachment B) describing similar work you performed for other public agencies and private sector clients. In addition, list how much time notification is required for your employees and equipment to be mobilized and ready to proceed with work.
- c) List of Equipment (Attachment C) – Attach a completed and signed “List of Equipment” (Attachment C) describing the type, year, make and model of each piece of equipment, including an hourly rate, that includes an operator.
- d) References – Please provide at least three (3) customers whom we may contact for references. Ideally, these references should reflect projects of similar size and scope of this project, if possible.

**1.10 Proposal Submission**

Submit **one (1) SIGNED** original and **two (2)** copies of the proposal to:

**Office of Town Clerk  
Town of Yucca Valley  
57090 Twentynine Palms Hwy.  
Yucca Valley, CA 92284**

in a sealed envelope by **3:00PM, Wednesday, May 14, 2014** to be date stamped and accepted for consideration. Normal business hours are 7:30 a.m. to 5:30 p.m., Monday through Thursday. Town offices are closed on Fridays. There will be no public opening of proposals. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the deadline because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The Town assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date will not substitute for receipt of proposal. In the event of suspended Town operations, all proposal openings and or conferences will be rescheduled for the next regularly designated business day at the same time and location. Additional time will not be granted to any single bidder, however additional time may be granted to all bidders when the Town determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

Proposals must be submitted in a sealed envelope clearly marked **“Sealed Bid – EMERGENCY STORM CLEANUP. Do Not Open”** and due date on the outside. Proposals shall be valid for a minimum of sixty (60) days.

**2.0 GENERAL TERMS AND CONDITIONS:**

**2.1 Contract Documents**

A sample of the Town's standard contract is attached as Attachment A. Please indicate in specific detail any terms or partial terms that are unacceptable to you. For each indicated term or partial term, indicate why the term or partial term is not acceptable, and provide alternative wording that you would suggest replace the same. The Town may or may not agree to this language, and identification of terms deemed unacceptable.

**2.2 Contract Period**

The contract period shall be for a one-year period. The Town shall have the option to renew this Agreement annually for two additional one-year periods after the initial contract term. The Town shall have the right, in its sole discretion, to terminate any agreement by giving thirty (30) days written notice to contractor.

**2.3 Contract Data**

The Contractor is required to provide the Town with detailed data concerning the contract at the completion of each contract year or at the request of the Town at other times. The Town reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, actual number of hours worked, listings of equipment used, and total cost of services rendered.

**2.4 Contractor's Liability Insurance**

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence or more (Written on an Occurrence-based form) (Bodily Injury, Personal Injury and Property Damage)
2. Automobile Liability	\$1,000,000 per occurrence or more (Including Hired & Non-Owned) (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable California State Law)

The Town of Yucca Valley shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

Town of Yucca Valley Risk Manager  
57090 Twentynine Palms Hwy.  
Yucca Valley, CA 92284

Refer to the sample contract attached as Attachment A for more detailed contractual requirements.

### 3.0 PERFORMANCE TERMS AND CONDITIONS

#### 3.1 Contract Administrator

The Public Works Department, telephone: (760) 369-6579 x308, email: [abrucker@yucca-valley.org](mailto:abrucker@yucca-valley.org), will be responsible for administering and managing the day-to-day operations and work specifications of the contract.

#### 3.2 Employees

Contractor's employees, agents or representatives charged with performing Contractor obligations under an accepted job assignment must be trained in their assigned tasks and in the operation and safe handling of the required equipment and materials. Work performed for the Town shall be in a good and professional manner, subject to the reasonable satisfaction of the Town. All Contractors employees, agents or representatives must wear safety and protective gear according to CAL-OSHA standards and any applicable laws. Contractors shall be responsible for all required traffic control and supervision of Contractor's personnel.

#### 3.3 Equipment

All equipment required to carry out operations within the scope of this contract must be listed on Exhibit C - List of Equipment, and shall be provided by the Contractor and shall be of good commercial quality, in good working order, and meet CAL-OSHA safety and insurance certification requirements, vehicle code and air quality regulations, and is subject to Town approval. All equipment shall arrive at the jobsite safety inspected, in good working order and ready to perform services pursuant to this RFP. All equipment must also have an operator, and the hourly rate included in all proposals must include equipment with an operator.

#### 3.4 Work Specifications

Emergency storm cleanup and on-going shoulder maintenance will be on an on-call basis and will require rapid mobilization. Services may be required before and after normal business hours and on weekends. The work is to include removal of mud, debris, sand, rocks, boulders, brush and trees, trash, etc. from multiple miles of Town streets, areas, cul-de-sacs, washes, etc. which receive and hold debris; and dispose of this debris at the Town disposal site, as directed by Public Works personnel. The hourly rate included in all proposals is to include equipment with an operator.

#### 3.5 Environmental Protection

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the Town and applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract.

### 3.6 **Payments**

Invoices shall be submitted to the Town of Yucca Valley on a weekly basis on a net 45 day basis.

## 4.0 **TIMELINE**

- Release of RFP – Wednesday, April 16, 2014
- Deadline for applicants to email questions – Monday, April 21, 2014
- Answers Emailed – Wednesday, April 23, 2014
- **Proposal due date – Wednesday, May 7, 2014**
- Review of Proposals – May 8 – May 22, 2014
- Town Council Meeting – Tuesday, June 3, 2014

## 5.0 ATTACHMENTS

- Attachment A – Sample Professional Services Agreement for the Town of Yucca Valley
- Attachment B – Statement of Qualifications (must be completed and submitted with proposal).
- Attachment C – List of Equipment (must be completed and submitted with proposal).

DRAFT

# ATTACHMENT A

## SAMPLE AGREEMENT FOR CONTRACT SERVICES BETWEEN THE TOWN OF YUCCA VALLEY, CALIFORNIA AND

---

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Yucca Valley, a general law municipal corporation ("Town") and \_\_\_\_\_, ("Consultant" or "Contractor"). Town and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). (The term Contractor includes professionals performing in a consulting capacity.)

### RECITALS

- A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.
- B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.
- C. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

### OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1. SERVICES OF CONTRACTOR**

##### **1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

##### **1.2 Contractor's Proposal.**

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.4 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

### **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

### **1.6 Care of Work.**

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

### **1.7 Warranty.**

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the



Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

### **1.8 Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **1.9 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### **1.10 Additional Services.**

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

### **1.11 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed

\_\_\_\_\_ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

## **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

## **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Contractor shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

Town shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Contractor for correction and resubmission.

## **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

# **ARTICLE 3. PERFORMANCE SCHEDULE**

## **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

## **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Inspection and Final Acceptance.**

Town may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Contractor's work within forth five (45) days after submitted to Town. Town shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

**3.5 Term.**

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Town. Additionally, Contractor shall make every reasonable effort to maintain the

stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Town of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Contractor.**

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be such person as may be designated by the Town Manager of Town. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverage.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Town:

(a) **Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent)**. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) **Worker's Compensation Insurance**. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent)**. A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) **Professional Liability**. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the Town submit written evidence of this continuous coverage.

(e) **Additional Insurance**. Policies of such other insurance, as may be required in the Special Requirements.

## 5.2 **General Insurance Requirements**

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

All certificates shall name the Town as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] \_\_\_\_\_

Contractor Initials

Town, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and

completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Town or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Town, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Town, its officers, agents, and employees harmless therefrom;

(c) In the event the Town, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Town, its officers, agents or employees, any and all costs and expenses incurred by the Town, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **5.4 Performance Bond.**

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to Town performance bond in the sum of the amount of this Agreement, in the form provided by the Town Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

#### **5.5 Sufficiency of Insurer or Surety.**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of Town ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Town Council of Town within 10 days of receipt of notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to Town, and access shall be provided by Contractor's successor in interest.

#### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

#### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Town's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Town for all damages resulting therefrom.

#### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino.

#### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Town may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the Town may take necessary steps to terminate this Agreement under this



Article. Any failure on the part of the Town to give notice of the Contractor's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### **7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of **Zero Dollars and 0 Cents (\$0,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may

be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

### **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of Agency Officers and Employees.**

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Town Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 **Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation

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

ATTEST:

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

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona Laymon, Town Attorney

**CONTRACTOR:**

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

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

Name:

Title:

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

Name:

Title:

Address: \_\_\_\_\_

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

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

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

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ <div style="margin-left: 100px;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="margin-left: 40px;"><input type="checkbox"/> GENERAL</div> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

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



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Contractor will perform the following Services:**
  - A.
  - B.
  - C.
  - D.
  
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**
  - A.
  - B.
  - C.
  - D.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:**
  - A. Project Schedule
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.**
  
- V. Contractor will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.



**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

DRAFT

**EXHIBIT "C"  
COMPENSATION**

**I. Contractor shall perform the following tasks:**

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

**VI. The Town will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$ \_\_\_\_\_, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

**II. Contractor shall deliver the following tangible work products to the Town by the following dates.**

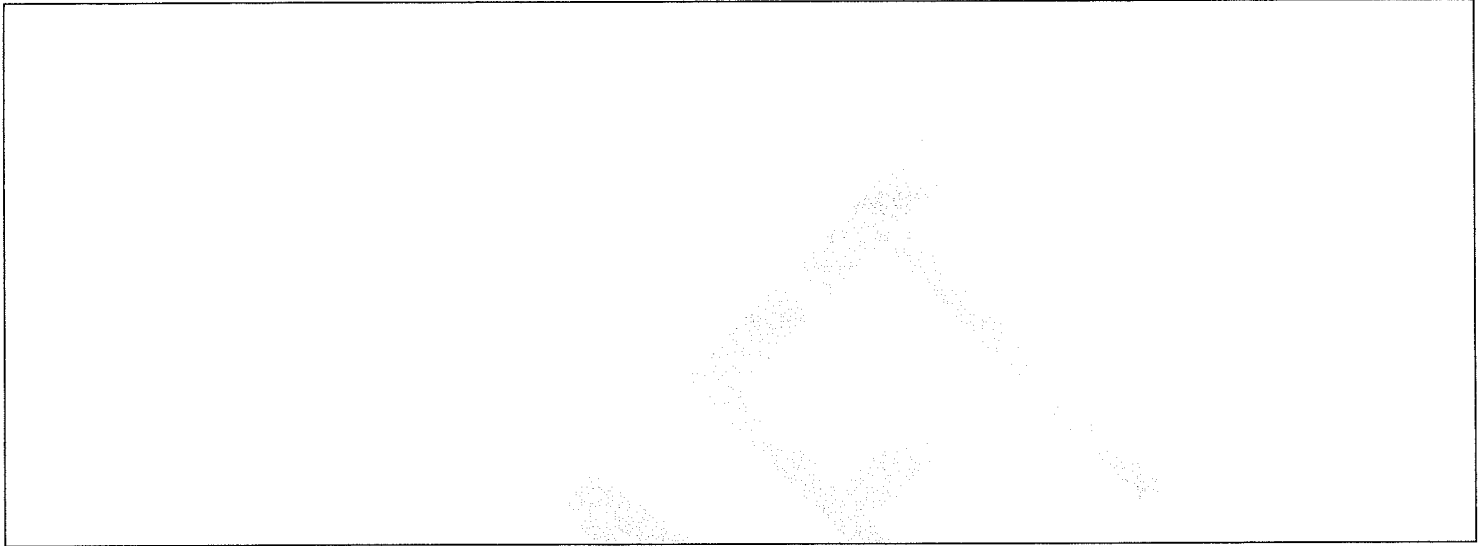
- A.
- B.
- C.
- D.
- E.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

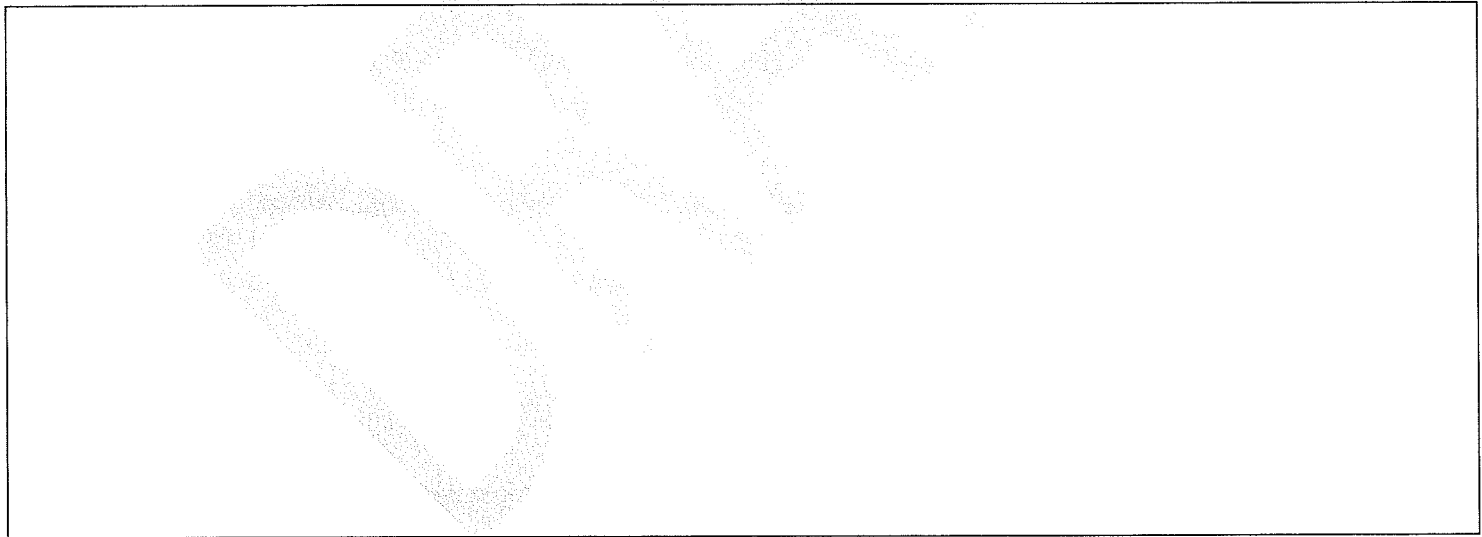
# ATTACHMENT B

## Statement of Qualifications

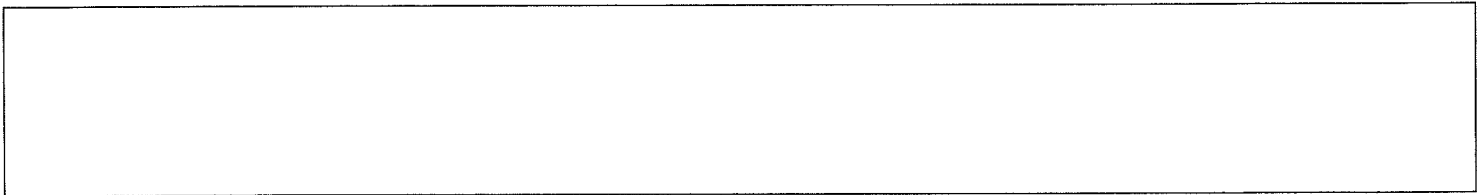
Please describe work performed similar to that outlined in this RFP for any *public agencies*:



Please describe work performed similar to that outlined in the RFP in the *private sector*.



Indicate how much time notification is required for your employees and equipment to be mobilized within the Town of Yucca Valley and ready for work:



**Include this completed form in your proposal.**

# ATTACHMENT C

## List of Equipment

Type of Equipment	Year	Make	Model	Hourly Rate with an Operator
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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

Printed Name: \_\_\_\_\_

**Include this completed form in your proposal.**





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

**Alternatives:** None.

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

**Attachments:** AB1234 Reporting Requirement Schedule



# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule Month of March 2014

Date of Travel	Organization	Description	Location
<b>Mayor Lombardo</b>			
	No Reportable Meetings		
<b>Mayor Pro Tem Huntington</b>			
	San Bernardino County	City County Conference	Lake Arrowhead, CA
<b>Councilmember Abel</b>			
	San Bernardino County	City County Conference	Lake Arrowhead, CA
<b>Councilmember Rowe</b>			
	San Bernardino County	City County Conference	Lake Arrowhead, CA
<b>Councilmember Leone</b>			
	San Bernardino County	City County Conference	Lake Arrowhead, CA
	San Bernardino County Homeless Committee	Monthly Committee Meeting	San Bernardino, CA



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** April 4, 2014  
**Council Meeting:** April 15, 2014  
**Subject:** Warrant Register April 15, 2014

**Recommendation:**

Ratify the Payroll Register total of \$154,046.72 dated March 28, 2014.  
Warrant Register total of \$718,828.92 for checks dated April 3, 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. 38 dated March 28, 2014 total of \$154,046.72  
Warrant Register No. 43 dated April 3, 2014 total of \$718,828.92

Reviewed By:

  
Town Manager

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

  
Admin. Services

  
Finance

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

TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 38  
CHECK DATE - March 28, 2014

Fund Distribution Breakdown

**Fund Distribution**

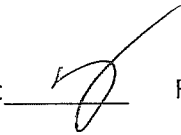
General Fund	\$143,487.27
Gas Tax Fund	10,559.45
Successor Agency	<u>0.00</u> **

**Grand Total Payroll**

\$154,046.72

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

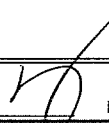
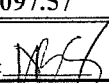
Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 38 - Paid 03/28/2014  
(March 08, 2014 - March 21, 2014)  
Checks: 4850 - 4857


	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,593.00		\$3,593.00
Direct Deposit	79,247.47	-	79,247.47
Sub-total	82,840.47		82,840.47
<b><u>Employee Tax Withholding</u></b>			
Federal	15,801.71		15,801.71
Medicare	1,624.69	1,624.72	3,249.41
SDI - EE	-	-	-
State	5,350.46		5,350.46
Sub-total	22,776.86	1,624.72	24,401.58
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	3,371.32	2,918.29	6,289.61
PERS Survivor Benefit	46.00		46.00
Health Café Plan	1,343.70	11,086.60	12,430.30
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%	959.00		959.00
PERS EE - Contribution 8%	4,815.05		4,815.05
PERS Retirement - Employer 6.25 %	-	253.91	253.91
PERS Retirement - Employer 7.846 %	-	1,102.73	1,102.73
PERS Retirement - Employer 18.586 %	-	11,742.57	11,742.57
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		896.29	896.29
Other Post Employee Benefit's		2,390.65	2,390.65
Unemployment Insurance		1,501.44	1,501.44
Workers' Compensation		3,431.95	3,431.95
Sub-total	11,480.24	35,324.43	46,804.67
<b>Gross Payroll</b>	<b>\$117,097.57</b>	<b>\$36,949.15</b>	<b>\$154,046.72</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		


**WARRANT REGISTER # 43  
CHECK DATE - APRIL 3, 2014**


**FUND DISTRIBUTION BREAKDOWN**

Checks # 44483 to # 44576 are valid

GENERAL FUND # 001	\$704,214.61
CENTRAL SUPPLIES FUND # 100	\$725.39
CUP DEPOSITS FUND # 200	\$2,799.50
AB2928 TCRP FUND # 513	\$2,484.00
GAS TAX FUND # 515	\$4,770.07
MEASURE I 2010-2040 FUND # 524	\$741.80
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$400.55
CDBG FUND # 560	\$693.00
RECYCLING ACTIVITIES FUND # 570	\$2,000.00
<b>GRAND TOTAL</b>	<b><u><u>\$718,828.92</u></u></b>

Prepared by Shirlene Doten, Accounting Technician II 

Reviewed by Sharon Cisneros, Senior Accountant 

Approved by Curtis Yakimow, Administrative Services Director 

# Town of Yucca Valley

## Warrant Register

April 3, 2014

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001	GENERAL FUND			
	44482	SCBCO Sheriff's Department	03/14 Professional Services	\$ 293,590.00
	44484	Action Pumping, Inc.	Annual Septic Maintenance	770.00
	44485	Aleshire & Wynder, LLC	Professional Services	17,810.47
	44486	Ruth Alkire	Contract Instructor	51.80
	44487	Alsco/American Linen, Inc.	Facilities Operating Supplies	83.97
	44488	Animal Action League	Spay & Neuter Services	2,765.00
	44489	Arrowhead Mountain Water	Office Supplies	191.63
	44490	AT & T Mobility	Cell Phone Service	303.11
	44491	Ayers Distributing Co.	Recreation Program Expense	544.00
	44492	Blue Shield of California	04/14 Medical Insurance	1,246.21
	44493	Cheyenne Bonnell	Contract Instructor	79.80
	44494	Carol Boyer	Contract Instructor	58.80
	44495	Brian's Lockshop	Keying Service	72.55
	44496	Builders Supply-Yucca Valley	Parks Maintenance	77.73
	44497	C & S Electric	Brehm 1 Park Upgrade	3,873.00
	44498	C & S Electric	Brehm 1 Park Upgrade	826.72
	44499	C & S Electric	Electrical Maintenance & Parts	161.95
	44500	Vanessa Cantu	Professional Services	1,015.00
	44501	CDW Government, Inc.	Technology Equipment	437.45
	44502	Chevron & Texaco Card Services	Vehicle Fuel	304.16
	44503	Janine Cleveland	04/14 Medical Insurance	104.90
	44504	Companion Animal Clinic	Veterinary Services & Supplies	332.18
	44505	Corelogics Information Svs.	Online Property Search Svs.	165.00
	44506	Robert Cox	Contract Instructor	43.40
	44508	Desert Pacific Exterminators	Exterminator Services	501.00
	44509	Desert Arc	Park Maintenance Services	4,095.00
	44510	Candy Drake	04/14 Medical Insurance	585.31
	44511	Desert Regional Tourism Agency	FY 13/14 Partnership Agreement	6,000.00
	44512	Catherine Fletcher	Contract Instructor	51.80
	44514	Fulton Distributing Co.	Facilities Maintenance	1,001.89
	44516	Graphic Penguin	Web Site Maintenance	1,625.00
	44517	Great Pacific Equipment	Vehicle Inspection Service	615.00
	44518	Joy Groves	Contract Instructor	293.30
	44519	Hajoca Corporation	Brehm 1 Park Upgrade	214.11
	44520	Harrison Air Conditioning	Brehm 1 Park Upgrade	280.00
	44521	Totalfunds by Hasler	Postage Machine Supplies	12.95
	44522	Lori Herbel	Contract Instructor	1,323.00
	44523	Hi-Desert Glass	Facilities Maintenance	316.00
	44524	Hi-Desert Water	Water Service	276.82
	44525	Hi-Desert Publishing	Legal Notice Advertising	2,746.60
	44526	Inland Empire Stages Unlimited	Adult Trip Services	1,922.50

**Town of Yucca Valley**

**Warrant Register**

**April 3, 2014**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	44527	Intervet, Inc.	Shelter Adoption Supplies	931.07
	44528	Susan Jordan	Contract Instructor	126.00
	44529	Robert Kirschmann	04/14 Medical Insurance	1,589.05
	44530	Knorr Systems, Inc.	YVHS Pool Maintenance	101.40
	44532	Legacy Office Products	Office Supplies	512.47
	44533	Bob Leone	Mileage Reimbursement	72.60
	44535	Pat Lumbattis	Contract Instructor	56.00
	44536	David Luse	Contract Instructor	25.20
	44538	Mojave Desert & Mtn. Integ. Wst	FY 13/14 Member Contribution	4,718.00
	44539	Morongo Unified School District	Fleet Vehicle Fuel	3,590.22
	44540	National Register Publishing	Museum Directory	153.95
	44541	Navitas Lease Corp.	04-06/14 Shelter Phone Lease	1,620.73
	44542	nfp Accounting Technologies	Annual Software Support Svs.	2,131.50
	44544	NRO Engineering	Engineering Services	3,500.00
	44545	Sierra Oakes	Contract Instructor	29.40
	44546	Oasis Office Supply, Inc.	Office Supplies	331.15
	44547	PARSAC	Worker's Compensation	952.05
	44548	Perris Fence & Supply	Parks Fence Supplies	235.71
	44549	Petty Cash	Miscellaneous Supplies	594.90
	44550	Pro Video	Town Council Taping	200.00
	44551	Rescue Connection Software	Animal Shelter Software	1,199.97
	44552	Lynne Richardson	Contract Instructor	441.00
	44554	Linda Sande	Contract Instructor	96.60
	44555	SBCO Sheriff's Dept	04/14 Professional Services	293,590.00
	44556	SCE	Electric Service	3,682.33
	44557	Beverly Schmuckle	Contract Instructor	42.00
	44558	Simplot Partners, Inc.	Parks Maintenance Supplies	2,610.37
	44559	So. Cal. Gas Co.	Natural Gas Service	2,856.10
	44560	Southwest Networks, Inc.	Technology Support	4,643.52
	44561	Star2Star Communications, LLC	Shelter Phone Service	390.32
	44562	Tease Shirts	Event & Staff Shirts	5,720.22
	44563	The Planning Center	General Plan Update Svs.	6,501.10
	44565	Trophy Express	Engraving Service	41.42
	44566	United Rentals, Inc.	Equipment Rental	2,337.88
	44567	VCA YV Animal Hospistal	Voucher Program	60.00
	44568	Verizon	Phone Service	4,196.74
	44569	Valley Independent	Printing Services	227.83
	44570	Walmart Community	Office Supplies	110.91
	44571	Willdan Financial Services	FY 12/13 Disclosure Services	2,250.00
	44572	Woods Auto Repair	Fleet Vehicle Maintenance	442.18
	44573	Curtis Yakimow	Conference Expense	192.72
	44574	Yucca Valley Quick Lube, LLC	Fleet Vehicle Maintenance	263.70

**Town of Yucca Valley**

**Warrant Register**

April 3, 2014

Fund	Check #	Vendor	Description	Amount
	44575	YV Chamber of Commerce	Joint Marketing Agreement	1,627.65
	44576	Yucca Valley Auto Parts, Inc.	Parks Supplies	42.30
	EFT	The Home Depot	Maintenance Supplies	2,407.24
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 704,214.61</b>
100 INTERNAL SERVICE FUND				
	44515	GE Capital Corporation	Copier Lease	\$ 413.08
	44537	Mail Finance	Com Dev Mail Machine Tax	83.35
	44546	Oasis Office Supply, Inc.	Office Supplies	25.47
	44569	Valley Independent	Window Envelope Printing	203.49
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 725.39</b>
200 DEPOSITS FUND				
	44525	Hi-Desert Publishing	Public Hearing Notice Ads	\$ 567.00
	44544	NRO Engineering	Engineering Services	2,232.50
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 2,799.50</b>
513 AB2928-TCRP FUND				
	44531	LandMark	TCRP Project Services	\$ 2,484.00
<b>Total 513</b>	<b>AB2928-TCRP FUND</b>			<b>\$ 2,484.00</b>
515 GAS TAX FUND				
	44483	A Cone Zone, Inc.	Street Name Signage	\$ 748.72
	44487	AlSCO/American Linen, Inc.	Streets Uniform Service	17.94
	44496	Builders Supply-Yucca Valley	Streets Maintenance Supplies	3.87
	44507	Crafco, Inc.	Asphalt Supplies	2,773.44
	44513	Fred's Tires	Vehicle Maintenance	350.00
	44543	Nixon-Egli Equipment, Co.	Streets Equipment Parts	195.40
	44564	Tops n Barricades, Inc.	Street Signage Supplies	485.78
	44572	Woods Auto Repair	Vehicle Maintenance	194.92
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 4,770.07</b>
524 MEASURE I - 2010-2040 FUND				
	44553	SANBAG	Congestion Management Plan	\$ 741.80
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 741.80</b>
527 PUBLIC LANDS FEDERAL GRANT FUND				
	44525	Hi-Desert Publishing	PLHD Project Legal Notice	\$ 315.50
	44532	Legacy Office Products	Copy Service	85.05
<b>Total 527</b>	<b>PUBLIC LANDS FEDERAL GRANT FUND</b>			<b>\$ 400.55</b>



*Town of Yucca Valley*

**Warrant Register**

**April 3, 2014**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
560 CDBG				
	44525	Hi-Desert Publishing	Paradise Park Legal Notice	\$ 693.00
<b>Total 560 CDBG FUND</b>				<b>\$ 693.00</b>
570 RECYCLING ACTIVITIES FUND				
	44534	Stephen Lester	Earth Day Event Expense	\$ 2,000.00
<b>Total 570 RECYCLING ACTIVITIES FUND</b>				<b>\$ 2,000.00</b>
<b>***</b>		<b>Report Total</b>		<b><u>\$ 718,828.92</u></b>

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
Debra Breidenbach-Sterling, Human Resources Manager  
**Date:** April 2, 2014  
**For** **Council** April 15, 2014  
**Meeting:**

**Subject:** Resolution No. 14-  
Other Post-Employment Benefit (OPEB) Trust Administrator Agreement

**Prior Council Review:** On April 30, 2013, the Town Council acted to receive and file the July 1, 2012 Actuarial Report on GASB 45 Retiree Benefit Valuation and directed staff to return to Council with a recommendation regarding the establishment of a related trust account.

**Recommendation:** It is recommended that the Town Council adopts the PARS Resolution which:


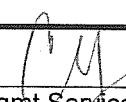

- Approves the establishment of an IRS compliant Section 115 Irrevocable Trust to prefund Other Post Employment Benefit (OPEB) health care costs with Public Agency Retirement Services (PARS), and appoints PARS as the administrator of the Trust:
- Appoints the Town's Director of Administrative Services as the Town's OPEB PARS Plan Administrator for the program, and authorizes the Plan Administrator to execute the administrative documents on behalf of the Town and to take whatever additional actions are necessary to administer the Town's program.

**Executive Summary:** Establishment of an Irrevocable Trust is required to fully implement the Council's prior direction in prefunding the Town's Other Post Employment Benefit liabilities.

**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

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

**Discussion:** As part of its financial reporting requirements, the Town of Yucca Valley adheres to the accounting regulations established by the Governmental Accounting Standards Board (GASB). In 2004, GASB issued Statement 45 covering accounting and financial reporting rules for post-employment benefits other than pensions. Unlike pensions, which are typically funded over the employees' career, other post-employment benefits (OPEB) have been paid as the premiums come due (pay as you go funding).

GASB 45 requires that all public entities with OPEB plans calculate their existing liability and disclose these liabilities on their balance sheets. The Town of Yucca Valley offers qualified employees a limited medical benefit upon retirement through the Town. This benefit is required as part of the Town's utilization of PERS for the provision of health benefits for active employees. This benefit currently is set at \$95.20 per month and will continue to increase to a maximum of the minimum employer contribution for active employees, currently \$115.00 per month.

On April 30, 2013, the Town Council acted to receive and file the July 1, 2012 Actuarial Report on GASB 45 Retiree Benefit Valuation and adopted a prefunding approach to include a total payroll allocation equal to 3% for FY 2013-14, and directed staff to return to Council with a recommendation regarding the establishment of a related trust account, as the establishment of an irrevocable trust is the only qualified structure of pre-funding OPEB liabilities that is recognized by accounting and regulatory agencies.

Staff reviewed the trust plans available from both Public Agency Retirement Services (PARS) and California Public Employees Retirement System (CalPERS). Staff reviewed the various plans offered by each firm to determine the best return, security, and flexibility for the Town and its investments. Although both offer similar plans, PARS favorable administrative processes, customer service, and flexible investment strategies provide the Town the best overall value through control of target yield and level of risk. A comparative matrix of the plans reviewed is included as an attachment to this report.

PARS has established a multi-employer irrevocable trust in compliance with the requirements of Section 115 of the Internal Revenue Code. The design of the trust was done in conjunction with O'Melveny & Myers. PARS has also obtained a private letter ruling from the Internal Revenue Service that provides assurance of the trust's legality and protects participants from adverse tax consequences. While it is a multi-employer trust, each employer's contributions benefit only its own employees. PARS has over 30 years history as trust administrators, and 18 years in OPEB trust administration. PARS currently administers the Alternate Retirement System for the Town's part time workforce. PARS has provided this service to the Town for over six years, and the Town has been pleased with the level of services received during this time.

In the proposed agreement, PARS will serve as the administrator for the trust. As such, its duties will include: 1) establishing the master trust and preparing plan documents; 2) monitoring the receipt of contributions; 3) processing benefit payments; 4) preparing monthly activity reports; 5) coordinating actuarial studies; 6) responding to auditor requests; and 7) keeping the Town informed about legal and regulatory requirements. Any contributions made to the program are held and invested by a third-party trustee, currently U.S. Bank.

**Alternatives:** Direct staff to select a different trust administrator.

**Fiscal impact:** The FY 2013-14 budget includes an allocation of 3% of payroll to be contributed to a qualified trust account to meet the Annual Required Contribution as calculated in the Town's most recent actuarial valuation. It is anticipated that this contribution level will continue in the proposed FY 2014-16 budget cycle. The fees paid to PARS and the Trustee/Asset Manager are based on the assets in the Trust, and are paid from Trust earnings. PARS has indicated that they will be waiving the minimum administrative fee in this proposal.

**Attachments:**

- Exhibit A – Comparison Matrix
- Exhibit B – Authorizing Resolution
- Exhibit C – Public Entity Clients
- Exhibit D – Authorizing Agreements
- Exhibit E – Master Plan Document
- Exhibit F – IRS Letter & Legal Opinion

Exhibit A  
**Comparison Matrix**

# Town of Yucca Valley

OPEB Trust Review Matrix

April 15, 2014

OPEB Trust Comparison		
FACTOR	PARS	PERS
Experience/Security	<b>18 years</b>	7 years
IRS Approved 115 OPEB Trust	Yes	No
Process implementation	<b>7 days</b>	30 days
Minimum contribution	<b>No</b>	Yes
Statements received	Monthly	Quarterly
Local Control of Actuarial Assumptions	<b>Yes</b>	No
Admin Cost	<b>0.25%</b>	0.15%
5 Year Performance History (8/31/13)	<b>5.43%</b>	4.97%
Termination Clause	<b>90 days</b>	3 years

***Bold indicates advantage***

Exhibit B  
**Authorizing Resolution**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA TO ESTABLISH A OPEB TRUST, APPOINT PARS AS THE ADMINISTRATOR OF THE TRUST AND DESIGNATE A PLAN ADMINISTRATOR.**

WHEREAS it is determined to be in the best interest of the Town of Yucca Valley (the "Town") to participate in the PARS Public Agencies Post-Retirement Health Care Plan Trust (the "Program") to fund post-employment benefits for its employees as specified in the Town's policies and/or applicable collective bargaining agreements; and

WHEREAS the Town is eligible to participate in the Program, a tax-exempt trust and plan performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS the Town's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the Town's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the Town reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Council hereby adopts the PARS Public Agencies Post-Retirement Health Care Plan Trust, including the PARS Public Agencies Post-Retirement Health Care Plan, effective April 15, 2014; and
2. The Council hereby appoints the Director of Administrative Services, or his/her successor or his/her designee as the Town's Plan Administrator for the Program; and
3. The Town's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the Town and to take whatever additional actions are necessary to maintain the Town's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the Town's Program.

APPROVED AND ADOPTED this 15<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

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



Exhibit C

**Public Entity Clients**

# MORE THAN 115 PARS OPEB CLIENT AGENCIES

## CITIES

Alameda  
 Allen  
 Atherton  
 Bakersfield  
 Camarillo  
 Conroe  
 Coronado  
 Crescent City  
 Cupertino  
 Duarte  
 Elk Grove  
 Eureka  
 Fountain Valley  
 Ft Worth  
 Galt  
 Garland  
 Half Moon Bay  
 Haltom City  
 Hercules  
 Hermosa Beach  
 Hurst  
 La Verne  
 Lake Forest  
 Lakewood  
 Livermore  
 Mammoth Lakes  
 Mansfield  
 North Richland Hills  
 Novato  
 Redding  
 Rialto  
 Richmond

Rosemead  
 San Leandro  
 Santa Clara  
 Santa Clarita  
 Southlake  
 Temple City  
 Tyler  
 Union City  
 Woodland  
 Yountville

**SPECIAL DISTRICTS**  
 Calaveras County Water District  
 California JPIA  
 Central Contra Costa Sanitary District  
 Central Contra Costa Transit Authority  
 Coachella Valley Water District  
 Coastside Fire Protection District  
 Contra Costa Mosquito & Vector Control District  
 Crestline Village Water District  
 Delta Diablo Sanitation District  
 Desert Recreation District  
 Eastern Sierra Community Services District  
 Fresno Irrigation District  
 Fresno Metropolitan Flood Control District  
 Glenn-Colusa Irrigation District  
 Great Basin Unified Air Pollution Control District  
 Hayward Area Recreation & Park District  
 Housing Authority of the County of San Bernardino  
 INTELECOM  
 Menlo Park Fire Protection District  
 Metropolitan Transportation Commission  
 Mid-Peninsula Water District  
 Mojave Desert Air Quality Management District  
 Montecito Fire Protection District  
 Monterey Bay Unified Air Pollution Control District  
 Municipal Water District of Orange County  
 Orange County Vector Control District  
 Orange County Water District  
 Placer County Resource Conservation District  
 Rancho Murieta Community Services District  
 Rowland Water District  
 Santa Barbara County Law Library  
 South Montebello Irrigation District  
 South Orange County Wastewater Authority  
 South Placer Fire Protection District

Southern Marin Fire Protection District  
 Superior Court of CA, County of Marin  
 Superior Court of CA, County of San Mateo  
 Superior Court of CA, County of Shasta  
 Superior Court of CA, County of Sonoma  
 Vallejo Sanitation & Flood Control District  
 Ventura Regional Sanitation District  
 Walnut Valley Water District  
 West County Wastewater District  
 Western Riverside Council of Governments

## SCHOOL DISTRICTS

Bass Lake Jt UESD  
 Bellflower USD  
 Calistoga Joint USD  
 Corning Union ESD  
 El Dorado UHSD  
 Fowler USD  
 John Swett USD  
 Lemon Grove SD  
 Moreno Valley USD  
 Ontario-Montclair SD  
 Red Bluff Jt UHSD  
 River Delta USD  
 Riverdale Jt USD  
 San Bruno Park SD  
 San Marino USD  
 Trona Joint USD  
 Twin Rivers USD  
 Visalia USD

**COMMUNITY COLLEGE DISTRICTS**  
 State Center CCD  
 Yosemite CCD

Exhibit D  
**Authorizing Agreements**

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the Town of Yucca Valley ("Agency").

WHEREAS, Agency has adopted the PARS Public Agencies Post-Retirement Health Care Plan (the "Plan"), and is desirous of retaining PARS, as Trust Administrator to the PARS Public Agencies Post-Retirement Health Care Plan Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the

Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services if such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal

proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: Town of Yucca Valley; 57090 Twentynine Palms Highway, Yucca Valley, CA 92284; Attention: [Plan Administrator]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning \_\_\_\_\_, 2014 and ending \_\_\_\_\_, 2017 ("Term"). This Agreement may be terminated at any time by giving ninety (90) days written notice to the other party of the intent to terminate. Absent a ninety (90) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain

in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

- 19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
- 20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ [Plan Administrator]  
DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the Town of Yucca Valley PARS Public Agencies Post-Retirement Health Care Plan:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan document must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of reimbursement payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust Compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.



EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

- (A) An annual asset fee paid by the Agency or paid from Plan Assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$0	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

**Annual Asset Fee Payment Option (Please select one option below):**

- Annual Asset Fee shall be paid from Plan Assets.  
 Annual Asset Fee shall be invoiced and paid by the Agency.

- (B) A fee equal to the out of pocket costs charged to PARS by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by PARS from the Agency is not on readable magnetic media ("Data Processing Fee").

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Retirement Health Care Plan
  - (C) Trustee Investment Forms
  
2. Reimbursement Data – Completed Payment Reimbursement Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium statement
  - (E) Signed certification of reimbursement from the Plan Administrator (or authorized Designee)
  
3. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

**ADOPTION AGREEMENT  
TO THE  
PUBLIC AGENCIES  
POST-RETIREMENT HEALTH CARE PLAN**

**No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free.** The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Employer whatsoever as precedent concerning any matter relating to the Employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the Employer's health plan(s) or payments from the Employer's health plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Employer's health plan(s).

### Introduction

By executing this Adoption Agreement, the Employer specified in Section II of this Adoption Agreement adopts:

- (1) the Public Agencies Post-Retirement Health Care Plan Document (the "Master Plan Document") integrated with the variable provisions contained within this Adoption Agreement, and
- (2) the Public Agencies Post-Retirement Health Care Plan Trust Agreement (the "Trust Agreement").

Defined terms shall have the meanings attributed to such terms in the Master Plan Document or the Trust Agreement.

The Employer hereby selects the following Plan specifications:

### Section I Plan and Trust Information

- A.1.1 FULL NAME OF TRUST: Public Agencies Post-Retirement Health Care Plan Trust
- A.1.2 FULL NAME OF PLAN: Public Agencies Post-Retirement Health Care Plan, as adopted by (name of Employer): Town of Yucca Valley
- A.1.3 EFFECTIVE DATE OF PLAN: If this is a restatement of an existing plan, the restatement became effective: \_\_\_\_\_

**Section II**  
Employer Information

A.2.1 EMPLOYER INFORMATION: (See Section 2.1 of Master Plan Document):

NAME OF AGENCY: Town of Yucca Valley

ADDRESS: (Street): 57090 Twentynine Palms Highway

(City, State Zip code): Yucca Valley, CA 92284

(Phone Number): (760) 369-7207

A.2.2 EMPLOYER'S PLAN ADMINISTRATOR: \_\_\_\_\_

A.2.3 EMPLOYER'S TAX IDENTIFICATION NUMBER: 33-0490145

A.2.4 EMPLOYER'S FISCAL YEAR means the 12 consecutive month period:

Commencing on (month, day) July 1st and

Ending on (month, day) June 30th

**Section III**  
Eligible Employees and Eligible Dependents

A.3.1 ELIGIBLE EMPLOYEE: The determination of Eligible Employees and Eligible Dependents is finally and conclusively made by the Employer according to its applicable policies and collective bargaining agreements, and without reference to this Plan.

**Section IV**  
Investment

A.4.1 INVESTMENT APPROACH: (See Section 6.1 of the Master Plan Document): The Employer shall select either a discretionary or a directed approach to investment.

\_\_\_\_\_ a. Discretionary Investment Approach

If the Discretionary Investment Approach is selected, the Employer hereby directs the Trustee to invest the Assets of the Employer's Agency Account pursuant to one of the investment strategies listed on the accompanying Investment Strategy Selection and Disclosure Form or another investment strategy as mutually agreed upon by the Employer and the Trustee.

\_\_\_\_\_ b. Directed Investment Approach

If the Directed Investment Approach is selected, the Employer must attach its investment policy and retain its own Registered Investment Advisor. The Employer shall be permitted to direct investments of its Agency Account pursuant to the terms of the Trust Agreement.

**Execution and Adoption of Plan and Related Documents**

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the Master Plan Document and the Trust Agreement, and hereby ratifies, confirms and approves the appointment of U.S. Bank National Association as the Trustee and the appointment of Public Agency Retirement Services as the Trust Administrator as of the Effective Date.

The Employer understands and agrees that the Trust Agreement may be amended from time to time by a vote of the Employers as set forth in the Trust Agreement.

This Adoption Agreement is hereby executed and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**EMPLOYER: TOWN OF YUCCA VALLEY**

By: \_\_\_\_\_  
Name  
Title

**ACCEPTED:**

**Trust Administrator: Phase II Systems, dba Public Agency Retirement Services**

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

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

**Trustee and Investment Fiduciary: U.S. Bank National Association**

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

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

**APPENDIX A**

**ELIGIBLE EMPLOYEES AND ELIGIBLE DEPENDENTS OF EMPLOYEE**

**(non-binding list set forth to facilitate administration)**

**PUBLIC AGENCIES  
POST-RETIREMENT HEALTH CARE PLAN  
TRUST AGREEMENT**

**(amended and restated as of May 16, 2007)**

**ACCOUNT IS ENTERED INTO BY CLIENT  
AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**

This document is entered into by U.S. Bank National Association ("U.S. Bank"), as trustee. U.S. Bank succeeded Union Bank, N.A. as the trustee on February 1, 2012. All references in this document and all account related documents to Union Bank of California, N.A. and/or Union Bank, N.A. ("Union Bank"), are replaced with U.S. Bank.



## ARTICLE I

### DEFINITIONS

- 1.1 “**Adoption Agreement**” shall have the meaning given to such term in Section 2.3.
- 1.2 “**Agency Account**” shall have the meaning given to such term in Section 2.4.
- 1.3 “**Agreement for Administrative Services**” shall mean the agreement executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Agency Account of the Employer.
- 1.4 “**Assets**” shall have the meaning given to such term in Section 2.5.
- 1.5 “**Code**” shall mean the Internal Revenue Code of 1986 as amended from time to time.
- 1.6 “**Delegatee**” shall mean an individual or entity, appointed by the Plan Administrator or Employer to act in such matters as are specified in the appointment.
- 1.7 “**Effective Date**” shall mean November 1, 2005, the date the Trust was established, and with respect to each Employer, the Effective Date shall be the date on which the Employer executes the Adoption Agreement.
- 1.8 “**Eligible Dependent**” shall mean any dependent of an Eligible Employee who is entitled to health care and welfare benefits after the termination of such Eligible Employee’s employment with the Employer pursuant to the Employer’s policies and/or applicable collective bargaining agreements.
- 1.9 “**Eligible Employee**” shall mean any employee of the Employer who is entitled to post-employment health care and welfare benefits pursuant to such Employer’s policies and/or applicable collective bargaining agreements. Unless the context otherwise requires, the term “Eligible Employee” as used herein shall include any Eligible Dependents.
- 1.10 “**Employer**” shall mean a public agency that executes the Adoption Agreement, thereby adopting the provisions of this Trust Agreement, provided that such agency is a state, a political subdivision of a state, or an entity the income of which is excludible from gross income under Section 115 of the Code.
- 1.11 “**GASB**” shall mean the Governmental Accounting Standards Board.
- 1.12 “**Omnibus Account**” shall mean an account, established for record keeping purposes only, to aggregate the balances of the Assets credited to the Agency Accounts. The Trust Administrator shall maintain and reconcile, at the Agency Account level, the investments of the Agency Accounts and will provide reports

to the Plan Administrator with respect to such investments. The Trustee will maintain a record of the aggregate balance (principal and earnings) for all Agency Accounts. The Trust Administrator will in the ordinary course of business maintain a record of the name, address, taxpayer identification number, account number and amount of funds, including earnings, of each Employer. On periodic valuation dates (no less frequently than monthly) to be established by the Trust Administrator, the Trustee and Trust Administrator will reconcile the aggregate balance information maintained by the Trustee with the Agency Account level records maintained by the Trust Administrator pursuant to this Trust Agreement.

- 1.13 **“OPEB”** shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits provided to retirees, other than pension benefits.
- 1.14 **“OPEB Obligation”** shall mean an Employer’s obligation to provide post-employment health care and welfare benefits to its Eligible Employees as specified in such Employer’s policies and/or applicable collective bargaining agreements.
- 1.15 **“Plan”** shall mean the Public Agencies Post-Retirement Health Care Plan, adopted by each Employer as a separate Plan for that Employer upon the execution of an Adoption Agreement and the satisfaction of certain other requirements contained herein.
- 1.16 **“Plan Administrator”** shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Employer's participation in the Trust.
- 1.17 **“Trust”** shall mean the Public Agencies Post-Retirement Health Care Plan trust arrangement.
- 1.18 **“Trust Administrator”** shall mean Public Agency Retirement Services or any successor trust administrator appointed by the Employers as provided herein. The Trust Administrator shall serve as trust administrator to the Trust established pursuant to this Trust Agreement until such Trust Administrator resigns or is removed as provided in Article III.
- 1.19 **“Trust Agreement”** shall mean this Public Agencies Post-Retirement Health Care Plan trust document adopted by each Employer upon execution of an Adoption Agreement, as amended from time to time.
- 1.20 **“Trustee”** shall mean Union Bank of California, N.A., or any successor trustee appointed by the Employers as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article III.

## ARTICLE II

### THE TRUST

#### 2.1 Multiple Employer Trust

The Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets used to fund its OPEB Obligation. The Trust is divided into Agency Accounts to hold the Assets of each Employer as described in Section 2.4.

#### 2.2 Purpose

The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under the provisions of the relevant state's statutory provisions of each Employer. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund post-employment benefits (other than pension benefits), such as medical, dental, vision, life insurance, long-term care and similar benefits, offered by the Employer to its employees as specified in each Employer's policies and/or applicable collective bargaining agreements. It is intended that adopting Employers retain an interest in the underlying securities held in the Trust on their behalf, rather than in the Trust itself.

#### 2.3 Employers

Any public agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the Trust Agreement. Executing an adoption instrument for the Trust ("Adoption Agreement"), in the form attached hereto as Exhibit "A" (or such other form as may be approved by the Trustee), shall constitute such adoption, unless the Trustee requires additional evidence of adoption. In order for such adoption to be effective, the public agency must also execute an Agreement for Administrative Services with Public Agency Retirement Services, the Trust Administrator, pursuant to section 3.6 of this Trust Agreement. Such adopting Employer shall then become an Employer of the Trust.

Each such Employer shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the Trust:

- (a) a certified copy of the resolution(s) of the governing body of the Employer authorizing the adoption of the Trust Agreement and the appointment of the Plan Administrator for such Employer;

- (b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Employer employee;
- (c) an original of the Agreement for Administrative Services with Public Agency Retirement Services executed by the Plan Administrator or other duly authorized Employer employee and Public Agency Retirement Services;
- (d) an address notice; and
- (e) such other documents as the Trustee may reasonable request.
- (f) Any action taken by the Plan Administrator for an Employer shall be deemed to have been taken by such Employer. Any notice given to or delivered by the Plan Administrator for an Employer shall be deemed to have been given to or delivered by such Employer.

#### **2.4 Agency Accounts**

Upon an Employer's adopting the Trust Agreement, as provided in Section 2.3, a separate "Agency Account" shall be established under the Trust for that Employer, and all Assets of the Trust attributable to that Employer shall be held in that Employer's Agency Account. The Assets of the Trust that are held in an Employer's Agency Account shall be available only to pay post-employment health care and welfare benefits of Eligible Employees of that Employer (including reimbursement of the Employer for payments to health care providers with respect to such benefits) and shall not be available to pay any obligations incurred by any other Employer as provided in Section 2.8.

#### **2.5 Assets of Agency Account**

The assets held in an Agency Account shall consist of all contributions and transfers received by the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers, and any increments accruing to them, net of any investment losses, benefits, expenses or other costs ("Assets"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall manage and administer the Assets held in Agency Accounts without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Account by the Employer, and the Trustee and the Trust Administrator shall not be responsible *for the collection of any contributions or transfers to the Agency Account.*

#### **2.6 Aggregate Balance for Investment and Administration**

The balances of the Assets of more than one Agency Account may be aggregated by the Trustee in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Accounts. The responsibility for Plan and Agency

Account level accounting within this Omnibus Account(s) shall be that of the Trust Administrator.

## **2.7 Trustee Accounting**

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the Trust. The responsibility for Plan level accounting for each Agency Account, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

## **2.8 No Diversion of Assets**

The Assets in each Agency Account shall be held in trust for the exclusive purpose of providing post-employment health care and welfare benefits to the Eligible Employees of the Employer for which such Agency Account was established and defraying the reasonable administrative and actuarial expenses of such Employer's participation in the Trust. The Assets in each Agency Account shall not be used for or diverted to, any other purpose, including, but not limited to, the satisfaction of any other Employer's OPEB Obligation.

## **2.9 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of each Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets held in such Employer's Agency Account, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets from any Agency Account are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of an Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Trust set aside for distributions. Neither the members of the governing body of any Employer nor its officers, employees, agents or volunteers are liable hereunder.

## **2.10 Loss of Tax-Exempt Status as to Any Employer**

If any Employer participating in the Trust receives notice from the Internal Revenue Service that the Trust as to such Employer fails to satisfy the requirements of Section 115 of the Code, or if any Employer consents to the Internal Revenue Service's determination that the Trust fails to meet such requirements, Assets having a value equal to the funds then held in such Employer's Agency Account shall be segregated and placed in a separate trust by the Trustee for the exclusive benefit of such Employer's Eligible Employees

within a reasonable time after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination. Each Employer participating in the Trust agrees to immediately notify the Trust Administrator upon receiving such notice or giving such consent. The separate trust provided for in this Section 2.10 shall thereafter be considered as a separate trust containing all of the provisions of this Trust Agreement until terminated as provided in this Trust Agreement.

## **ARTICLE III**

### **ADMINISTRATIVE MATTERS**

#### **3.1 Appointment of Trustee**

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as the trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employers shall appoint a successor Trustee in accordance with the voting requirements set forth in this Section 3.1.

#### **3.2 Resignation or Removal of Trustee**

The Employers may act to remove the Trustee, provided that such action must satisfy the voting requirements set forth in Section 3.1 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trustee may also resign at any time by giving at least ninety (90) days prior written notice to the Trust Administrator and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trustee may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trustee hereunder without the Trustee's consent. The Trustee shall, upon the appointment and acceptance of a successor trustee, transfer and deliver the Assets and all records relating to the Trust to the successor, after reserving such reasonable amount as it shall deem necessary to provide for its fees and expenses and any sums chargeable against the Trust for which it may be liable. The Trustee shall do all acts necessary to vest title of record in the successor trustee.

#### **3.3 Withdrawal of Employer**

An Employer may elect to withdraw from the Trust by giving at least ninety (90) days prior written notice to the Trustee and the Trust Administrator. If an Employer so elects to withdraw, Assets having a value equal to the funds held in

such Employer's Agency Account shall be segregated by the Trustee and, as soon as practicable, shall be transferred to a trust established by the Employer, provided that (i) such trust shall satisfy the requirements of Section 115 of the Code, and (ii) all assets held by such trust shall qualify as "plan assets" within the meaning of GASB Statement No. 45, in each case as reasonably determined by the Employer and certified in writing by the Employer to the Trust Administrator. The Employer shall appoint a trustee for the such Employer's separate trust, and such appointment shall vest the successor trustee with title to the transferred Assets upon the successor trustee's acceptance of such appointment.

### **3.4 The Plan Administrator**

The governing body of each Employer shall have plenary authority for the administration and investment of such Employer's Agency Account pursuant to any applicable state laws and applicable federal laws and regulations. Each Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Employer's participation in the Trust and in regard to the Agency Account of the Employer. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and the Trust Administrator are furnished with a resolution of the Employer that the appointment has been modified or terminated.

### **3.5 Failure to Appoint Plan Administrator**

If a Plan Administrator is not appointed, or such appointment lapses, the Employer shall be deemed to be the Plan Administrator. As used in this document the term "Plan Administrator" shall be deemed to mean "Employer" when a Plan Administrator has not been appointed for such Employer.

### **3.6 Delegatee**

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in a writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator, is acknowledged in writing by the Delegatee, and is certified as required in Section 3.7 to the Trust Administrator. Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified.

### **3.7 Certification to Trustee**

The governing body of each Employer, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all

others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or governing body of the Employer. The Trustee and the Trust Administrator shall have no liability if they act upon the direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Employer has informed the Trustee and the Trust Administrator of such change.

### **3.8 Directions to Trustee**

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper directions of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Employer or the Delegatee on such matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the Delegatee should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust and/or the applicable Agency Account which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

### **3.9 Appointment of Trust Administrator**

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as Trust Administrator of the Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trust Administrator of the Trust. If the Trust Administrator is removed or resigns pursuant to Section 3.13, the Employers shall appoint a successor Trust Administrator in accordance with the voting requirements set forth in this Section 3.9.



### **3.10 Trust Administrator**

The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this Trust Agreement and the Agreement for Administrative Services:

- (a) Performing periodic accounting of each Agency Account and reconciling such Agency Account balances with the Trust/Omnibus Account;
- (b) Directing the Trustee to make distributions from the applicable Agency Account to health care providers (or to the Employer for reimbursement of payments made to health care providers) for post-employment health care and welfare benefits;
- (c) Allocating contributions, earnings and expenses to each Agency Account;
- (d) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Trust;
- (e) Such other services as the Employer and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.3.

The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, direction and/or data received from the Plan Administrator, or other duly authorized entity, in order to perform its authorized duties under this trust agreement. The Trust Administrator shall not have any duty to compute contributions made to the Trust, determine or inquire whether contributions made to the Trust by the Plan Administrator or other duly authorized entity are adequate to meet an Employer's OPEB Obligation as may be determined under GASB Statement Nos. 43 and 45 and any future GASB pronouncements; or determine or inquire whether contributions made to the Trust are in compliance with the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall not be liable for nonperformance of duties if such nonperformance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

### **3.11 Additional Trust Administrator Services**

The Plan Administrator may at any time retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Employer or the Plan Administrator by this Trust Agreement or by the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall be separately compensated for such service and such services shall not be deemed to be contrary to the Trust Agreement.

### **3.12 Trust Administrator's Compensation**

As may be agreed upon from time to time by the Employer and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to such Employer's Agency Account and to the Trust.

### **3.13 Resignation or Removal of Trust Administrator**

The Employers may act to remove the Trust Administrator, provided that such action must satisfy the voting requirements set forth in Section 3.9 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trust Administrator may also resign at any time by giving at least one hundred and twenty (120) days prior written notice to the Trustee and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trust Administrator may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trust Administrator hereunder without the Trust Administrator's consent. The Trust Administrator shall, upon the appointment and acceptance of a successor trust administrator, transfer all records relating to the Trust to the successor.

## **ARTICLE IV**

### **THE TRUSTEE**

#### **4.1 Powers and Duties of the Trustee**

Except as otherwise provided in Article V and subject to Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them (including those issued by the Trustee of any of its affiliates, to the extent permitted by applicable law), and to retain the property for the period of time that the Trustee deems appropriate;
- (b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);

(c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Trust property, for cash or credit and upon any reasonable terms and conditions;

(d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;

(e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this Trust Agreement by this reference. The combining of money and other assets of the Trust with money and other assets of other non-qualified trusts in such fund or funds is specifically authorized. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee shall have full investment responsibility over assets of the trust invested in such commingled funds. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within 30 days of notice of such loss of tax exempt status, liquidate the Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;

(f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee or any of its affiliates, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. The Trustee or its affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;

(g) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;

(h) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting

corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

(i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;

(k) To pay or cause to be paid from the Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;

(l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

#### **4.2 Additional Trustee Powers**

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

(a) To invest funds pending required directions in any type of interest-bearing account, including, without limitation, time certificates of deposit or interest-bearing accounts issued by the Trustee, or any mutual fund or short term investment fund (“Fund”), whether sponsored or advised by the Trustee or any affiliate thereof); the Trustee or its affiliates may be compensated for providing such investment advice and providing other service to such Fund, in addition to any Trustee’s fees received pursuant to this Trust Agreement;

(b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

(c) To serve as custodian with respect to the Trust Assets;

- (d) To employ such custodians, agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer or other agent, including any broker-dealer or other agent affiliated with the Trustee, and pay to such broker-dealer or other agent, at the expense of the Trust, its standard commissions or compensation; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Trust, as though the absolute owner thereof;
- (f) To prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust; and to tender its defense to the Employer in any legal proceeding where the interests of the Trustee and the Employer are not adverse;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;
- (l) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature, and such other forms of directions as the parties shall agree;
- (m) To pay from the Trust the expenses reasonably incurred in the administration of the Trust as provided in the Plan;

(n) To maintain insurance for such purposes, in such amounts and with such companies as the Plan Administrator shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

## **ARTICLE V**

### **INVESTMENTS**

#### **5.1 Discretionary Versus Directed Investment**

The Employer shall elect either a discretionary or directed investment approach. If the Employer elects a discretionary investment approach, the Employer shall further elect between the various investment strategies offered and the Trustee, in accordance with Article IV, shall have absolute discretion over the investment of the Assets held in such Employer's Agency Account. If the Employer elects a directed investment approach, the Trustee shall direct the investment of the Assets of such Employer's Agency Account in accordance with the direction provided by such Employer.

#### **5.2 Trustee Fees**

As may be agreed upon, in writing, between the Plan Administrator and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the applicable Agency Account or the Trust.

#### **5.3 Contributions**

Eligible Employees are not permitted to make contributions to the Trust. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust made to the Trustee by any Plan Administrator are in compliance with the Employer's policies and/or collective bargaining agreements; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet an Employer's OPEB Obligation, as may be determined under GASB Statement No. 45. The contributions received by the Trustee from each Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at the Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements**

(a) Periodically as specified, and within sixty days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within 90 days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

#### **5.6 Wire Transfers**

The Trustee shall follow the Plan Administrator's, Delegate's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Trustee shall perform a telephonic verification to the Plan Administrator, Trust Administrator,

or Delegatee, or such other security procedure as selected by the party providing wire transfer directions, prior to wiring funds or following facsimile directions as Trustee may require. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

#### **5.7 Exclusive Benefit**

The Assets of an Employer's Agency Account shall be held in trust for the exclusive purpose of providing post-employment health care and welfare benefits to the Eligible Employees of the Employer pursuant to the Employer's policies and/or applicable collective bargaining agreements, and defraying the reasonable expenses associated with the providing of such benefits, and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert the Assets of an Agency Account of an Employer for the payment of post-employment health care and welfare benefits or expenses of any other Employer.

#### **5.8 Delegation of Duties**

The Plan Administrator, Delegatee, or Trust Administrator, may at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

#### **5.9 Distributions**

The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust to the insurers, third party administrators, health care and welfare providers or other entities providing Plan benefits or services, or to the Employer for reimbursement of Plan benefits and expenses paid by the Employer in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions.

In no event shall the Trustee have any responsibility respecting the application of such distributions, nor for determining or inquiring into whether such distributions are in accordance with the Employer's policies and/or applicable collective bargaining agreements.



## ARTICLE VI

### FIDUCIARY RESPONSIBILITIES

#### 6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

#### 6.2 Fiduciary Discharge of Duties

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) solely in the interest of the Eligible Employees and for the exclusive purpose of providing post-employment health care and welfare benefits to Eligible Employees, and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

#### 6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the laws of the state of each Employer:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

#### 6.4 Indemnification of Trustee by Employer

The Trustee shall not be liable for, and Employer shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees

and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

**6.5 Indemnification of Employer by Trustee**

The Employer shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in 6.8 of this Trust Agreement), and hold the Employer (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

**6.6 Indemnification of Trustee by Trust Administrator**

The Trustee shall not be liable for, and Trust Administrator shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

**6.7 Indemnification of Trust Administrator by Trustee**

The Trust Administrator shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trust Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

**6.8 Indemnification Procedures**

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action

(including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent. The indemnification procedures of this Trust Agreement shall survive the termination of the Trust, any Employer's participation in the Trust and/or this Trust Agreement.

#### **6.9 No Joint and Several Liability**

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Employer shall be responsible for any contributions, costs or distributions of any other Employer.

### **ARTICLE VII**

#### **AMENDMENT, TERMINATION AND MERGER**

##### **7.1 No Obligation to Continue Trust**

Participation in the Trust and continuation of the Employer's policies and/or applicable collective bargaining agreements that provide post-employment health care and welfare benefits are not assumed as a contractual obligation of the Employer.

##### **7.2 Amendment of Trust**

(a) The Trust Agreement may be amended only by the approval of two-thirds (2/3) or more of the Employers then participating in the Trust. Any such amendment by the Employers shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators not less than one hundred and eighty (180) days before the effective date of such amendment; provided, however, that any party may waive in writing such 180-day requirement with respect to any amendment (and such waiver shall not constitute a waiver with respect to any other amendment); and provided, further, that a waiver in writing of such 180-day requirement by two-thirds (2/3) or more of the Plan Administrators of the Employers participating in the Trust as of the date the amendment is adopted shall constitute a waiver of such

180-day requirement by all of the Employers then participating in the Trust. In addition, the Trust Administrator or the Trustee shall have the right to amend this Trust Agreement from time to time (without the requirement of a vote of Employers) solely for the purpose of keeping the Trust Agreement in compliance with the Code and applicable state law. Any such amendment by the Trust Administrator or the Trustee shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators promptly as each is made.

(b) Any amendment of the Trust Agreement may be current, retroactive or prospective, provided, however, that no amendment shall:

(1) Cause the Assets of any Agency Account to be used for or diverted to purposes other than for the exclusive benefit of Eligible Employees of the applicable Employer or for the purpose of defraying the reasonable expenses of administering such Agency Account.

(2) Permit the Assets of any Agency Account to be used for the benefit of any other Employer.

### **7.3 Termination of Employer's Obligation to Provide OPEB**

A termination of the Employer's obligation to provide OPEB pursuant to its policies and/or applicable collective bargaining agreements for which the Employer's Agency Account was established shall not, in itself, effect a termination of the Agency Account. Upon a termination of the Employer's obligation to provide OPEB pursuant to its policies and/or applicable collective bargaining agreements, the Assets of the Agency Account shall be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.3. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Such Assets shall be used first to satisfy any remaining obligations of the Employer to provide OPEBs pursuant to its policies and/or applicable collective bargaining agreements (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Agency Account after giving effect to the foregoing sentence shall be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

### **7.4 Fund Recovery Based on Mistake of Fact**

Except as hereinafter provided or in accordance with Section 7.3, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be

held for the exclusive purposes of providing post-employment health care and welfare benefits to Eligible Employees and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition to such repayment, and only if requested by Trustee, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

## **7.5 Termination of Trust**

The Trust and this Trust Agreement may be terminated only by the unanimous agreement of all Employers. Such action must be in writing and delivered to the Trustee and Trust Administrator. Upon a termination of the Trust, the Assets of each Agency Account under the Trust shall be distributed by the Trustee when directed by the Plan Administrator for that Agency Account in accordance with this Section 7.5. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein with respect to each Agency Account as are necessary or expedient for the orderly liquidation and distribution of the Assets of such Agency Account, and the Agency Account shall continue until the Assets have been completely distributed. The Assets of each Agency Account shall be used first to satisfy any remaining obligations of the applicable Employer to provide OPEBs pursuant to its policies and/or applicable collective bargaining agreements (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in such Agency Account after giving effect to the foregoing sentence shall be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code. In no case will the assets of the Trust be distributed on termination to an entity that is not a state, a political subdivision of a state or an entity the income of which is excluded from gross income under Section 115 of the Code.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### 8.1 Nonalienation

Eligible Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee or any other party. Trust Assets shall not be subject to the claims of any Employer or the claims of its creditors.

#### 8.2 Saving Clause

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

#### 8.3 Applicable Law

This Trust Agreement and the Trust shall be construed, administered and governed under the Code and the law of the State of California. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

#### 8.4 Joinder of Parties

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in the Trust or any Agency Account shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement; provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under applicable law.

#### 8.5 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Employer) with respect to the interpretation of this Agreement or the Trustee's duties hereunder or with respect to any legal

proceedings or any questions of law and shall be entitled to take action or not to take action in good faith reliance on the advice of such counsel and charge the Trust and, as applicable, one or more Agency Accounts.

**8.6 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

**8.7 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

**8.8 Counterparts**

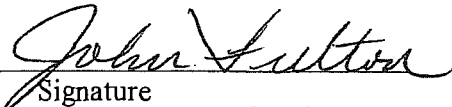
This Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

\*\*\*\*\* Signature Page Follows \*\*\*\*\*

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement), the Trustee and the Trust Administrator have executed this restated Trust Agreement by their duly authorized agents on the dates set forth below their names, to be effective on May 16, 2007.

**UNION BANK OF CALIFORNIA**

“Trustee”

By:   
Signature

John Fulton  
Typed or printed name

Its: Vice President

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


\_\_\_\_\_  
Typed or printed name

Its: \_\_\_\_\_

Date: 6/26/2007

**PUBLIC AGENCY  
RETIREMENT SERVICES**

“Trust Administrator”

By:   
Signature

Daniel Johnson  
Typed or printed name

Its: President

Date: 6/25/2007

**UNION BANK OF CALIFORNIA  
BUSINESS TRUST  
COMPLIANCE APPROVAL**

BY 

DATE 6/26/2007



Exhibit E

**Master Plan Document**

**PUBLIC AGENCIES  
POST-RETIREMENT HEALTH CARE PLAN  
MASTER PLAN DOCUMENT**

**(amended and restated as of May 16, 2007)**

**No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free.** The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Employer whatsoever as precedent concerning any matter relating to the Employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the Employer's health plan(s) or payments from the Employer's health plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Employer's health plan(s).

## INTRODUCTION

The Employer specified in the Adoption Agreement has adopted this qualified governmental post-retirement health care plan ("Plan") for the benefit of its Eligible Employees. The Plan document consists of this Master Plan Document plus the Adoption Agreement. Assets of the Plan are held under a trust (the "Trust") evidenced by a trust agreement (the "Trust Agreement"). Each Employer's separate portion of the Trust is referred to as such Employer's "Agency Account." Capitalized terms that are not defined herein shall have the meaning attributed to such terms in the Trust Agreement.

It is intended that this Plan and the Trust established to hold the assets of the Plan shall be tax-exempt under Section 115 of the Internal Revenue Code of 1986, together with any amendments thereto ("Code"), and that contributions to the Plan shall be deemed "plan assets" pursuant to Government Accounting Standards Board Statement No. 45 ("GASB 45"). At any time prior to the satisfaction of all liabilities with respect to Eligible Employees under an Employer's Agency Account, the Agency Account assets shall not be used for, or diverted to, purposes other than the exclusive benefit of Eligible Employees.

## ARTICLE I

### PLAN AND TRUST INFORMATION

#### 1.1 Plan Name.

The name of the Plan adopted by the Employer is set forth in Section A.1.2 of the Adoption Agreement.

#### 1.2 Effective Date.

The Plan is effective as of the date set forth in Section A.1.3 of the Adoption Agreement. If as stated in the Adoption Agreement, this Plan is a restatement of an existing plan, the effective date of the restatement is set forth in the Adoption Agreement.

#### 1.3 Plan Year.

The Plan Year shall be the consecutive twelve-month period beginning on January 1 and ending on December 31.

## ARTICLE II

### EMPLOYER INFORMATION

#### 2.1 Employer.

The name and address of the Employer sponsoring this Plan (the "Employer") are as set forth in Section A.2.1 of the Adoption Agreement. The Adoption Agreement can only be used by a governmental agency that is a state, a political subdivision of a state, or an entity the income of which is excludible from gross income under Section 115 of the Code to establish a plan.

## ARTICLE III

### ELIGIBLE EMPLOYEES

#### 3.1 Eligible Employees

Each employee of the Employer who is or becomes eligible for post-retirement health care and welfare benefits as specified in such Employer's applicable policies and/or applicable collective bargaining agreements shall become an Eligible Employee hereunder. Dependents of an Eligible Employee shall be entitled to benefits under the Plan after the termination of such Eligible Employee's employment with the Employer (the "Eligible Dependents") to the extent so provided in the applicable policies and/or collective bargaining agreement of the Employer.

### **3.2 Termination of Eligible Employee or Eligible Dependent Status**

An Eligible Employee or Eligible Dependent shall cease to be an Eligible Employee or Eligible Dependent as specified in the Employer's applicable policies and/or applicable collective bargaining agreements.

## **ARTICLE IV**

### **CONTRIBUTIONS**

#### **4.1 Amount of Member Agency Contributions**

Eligible Employees and Eligible Dependents are not permitted to make contributions to the Trust, provided however, that nothing herein shall be deemed to (i) prevent the Employer from imposing a charge (including, without limitation, a payroll deduction) for coverage under the Plan, or (ii) prevent the Employer from depositing the proceeds of any such charge to the Trust (provided that such deposit shall be considered an Employer contribution and shall not be segregated within Employer's Agency Account from any other Employer contributions). Each Employer shall from time-to-time contribute to its Agency Account an amount determined by such Employer in its sole discretion. Such amount may, but need not, equal such Employer's "annual required contribution" ("ARC") as determined in accordance with GASB45.

#### **4.2 Administrative Expenses**

The Employer may make contributions to its Agency Account sufficient to defray all or part of the expenses of administering the Plan or may pay such expenses directly.

#### **4.3 Allocation of Administrative Expenses**

If the Employer chooses not to directly pay the expenses of administering this Plan, such expenses shall be charged against the Agency Account for such Employer.

#### **4.4 Reversions**

The Employer shall have the right to a return of contributions from this Plan only if the conditions for such return set forth in the Trust Agreement are satisfied.

## ARTICLE V

### DISTRIBUTION OF BENEFITS

#### 5.1 Payment of Distribution

Distribution shall only be made to the insurers, third party administrators, health care and welfare providers or other entities providing Plan benefits or services as designated by the Employer or to the Employer for the reimbursement of Plan benefits and expenses paid by the Employer. No distributions shall be made directly to Eligible Employees or Eligible Dependents. The Plan Administrator or its Delegatee shall provide instructions to the Trustee regarding how distributions and reimbursements are to be made.

## ARTICLE VI

### FUNDING AND INVESTMENT

#### 6.1 Funding and Investment

The assets of the Plan shall be held in the Agency Account of each Employer. In Section A.4.1 of the Adoption Agreement, each Employer shall elect between a discretionary or directed investment approach. If the Employer elects a discretionary investment approach, the Employer shall further elect between the various investment strategies offered in the investment strategy selection and disclosure form. If the Employer elects a directed investment approach, the Employer, in accordance with the Trust Agreement, shall have absolute discretion over the investment of the assets of its Agency Account.

#### 6.2 Type and Nature of Plan and Trust

Neither the faith and credit nor the taxing power of each Employer is pledged to the distribution of benefits hereunder. Except for contributions, earnings and other amounts held in the Trust, no amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Employer, but are payable solely from contributions, as more fully described herein. No employee of any Employer or any other person may compel the exercise of the taxing power by the Employer. Distributions of benefits are not a debt of the Employer within the meaning of any constitutional or statutory limitation or restriction. Distributions are not a legal or equitable pledge, charge, lien or encumbrance, upon any of the Employer's property, or upon any of its income, receipts or revenues.

## ARTICLE VII

### ADMINISTRATION, AMENDMENT AND TERMINATION OF PLAN

#### 7.1 Designation of Plan Administrator

In Section A.2.2 of the Adoption Agreement, the Employer shall provide the name of the Plan Administrator that has been duly authorized and designated by the governing body of the Employer to act on its behalf in all matters pertaining to the Plan and the Trust pursuant to Section 3.4 of the Trust Agreement. If no name is provided, the Employer is the Plan Administrator. In addition to a Plan Administrator the Employer may designate a Delegatee to perform those activities relating to the Plan as specified in the written appointment of such Delegatee certified to the Trust Administrator. Except where the context requires otherwise, the term "Employer" as used in this Article shall mean the Plan Administrator or Delegatee where responsibility for administration of the Plan has been given to such parties.

#### 7.2 Rules and Regulations

The Employer has full discretionary authority to supervise and control the operation of this Plan in accordance with its terms and may make rules and regulations for the administration of this Plan that are not inconsistent with the terms and provisions hereof. The Employer shall determine any questions arising in connection with the interpretation, application or administration of the Plan (including any question of fact relating to age, employment, compensation or eligibility of Eligible Employees or Eligible Dependents) and its decisions or actions in respect thereof shall be conclusive and binding upon all persons and parties.

The Employer shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

- (a) To determine all questions relating to an Eligible Employee's or Eligible Dependent's eligibility;
- (b) To construe and interpret the terms and provisions of the Plan;
- (c) To compute, certify to, and direct the Trustee with regard to the amount and kind of benefits payable to health care providers;
- (d) To authorize all disbursements from its Agency Account;
- (e) To maintain all records that may be necessary for the administration of the Plan other than those maintained by the Trustee; and
- (f) To appoint a Plan Administrator or, any other agent, and to delegate to them or to the Trustee such powers and duties in connection with the administration of the Plan as it may from time to time prescribe.

Expenses and fees incurred in connection with the administration of the Plan and the Trust shall be paid from the Trust assets to the fullest extent permitted by law, unless the Employer determines otherwise. The Employer may elect to make contributions to its Agency Account sufficient to defray the expenses of administering the Plan or may pay such expenses directly.

### **7.3 Amendment and Termination**

The Employer shall have the right to amend, modify or terminate the Plan at any time. If an Employer terminates the Plan, the Assets held in its Agency Account shall be distributed by the Trustee as provided in Section 7.3 of the Trust Agreement.

## **ARTICLE VIII**

### **MISCELLANEOUS**

#### **8.1 Nonalienation**

An Eligible Employee or Eligible Dependent does not have any interest in the Plan or the Assets held in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee, Eligible Dependent or any other party.

#### **8.2 Investment**

All contributions, interest earned, and any assets of the Plan shall at all times be invested and managed in accordance with the Trust Agreement and the requirements of applicable law.

#### **8.3 Parties to the Plan**

Eligible Employees, Eligible Dependents and unions of each Employer are not parties to this Plan. The Plan is only a funding source for such Employer's post-retirement health care and welfare benefits and does not increase the rights of any Eligible Employee, Eligible Dependent or union.

#### **8.4 Confidential Medical Information**

Each Employer and its health care providers or other service providers shall not share confidential medical information regarding employees of the Employer with the Plan, the Trustee, or the Trust Administrator.



Exhibit F

**IRS Letter & Legal Disclaimer**

**Internal Revenue Service**

**Department of the Treasury**  
Washington, DC 20224

**Index Number: 115.00-00**

[Third Party Communication:  
Date of Communication: Month DD, YYYY]

**Person To Contact:**  
**Carol Cook, ID No. 50-01497**

**Telephone Number:**  
**(202) 622-1124**

**Refer Reply To:**  
**TEGE:EO2**  
**PLR-109285-07**

**Date:**  
**May 16, 2007**

**LEGEND**

- Trust** = **Public Agencies Post-Retirement Health Care Plan Trust**
- Plan** = **Public Agencies Post-Retirement Health Care Plan Master Plan Document**
- Trust Agreement** = **Public Agencies Post-Retirement Health Care Plan Trust Document**

**Dear**

This is in reply to a letter dated July 11, 2006, requesting a ruling that the income of Trust is excluded from gross income under § 115(1) of the Internal Revenue Code.

**FACTS**

Plan provides post retirement health care benefits for the retired employees of public agencies and their dependents. Trust is a multiple employer trust arrangement created in conjunction with Plan to help participating public agencies pre-fund post employment health care and welfare benefits they provide for their retired employees under Plan. Each participating employer must be authorized by its governing body to enter into an adoption agreement under which it agrees to be bound to the terms of Plan and Trust Agreement. Upon signing the adoption agreement the employer becomes a participating employer in Plan. Assets in Plan are held in Trust, pursuant to the Trust Agreement. Each employer's separate portion of the trust is referred to as the employer's agency account. Only a governmental agency that is a state, a political subdivision of a state or an entity the income of which is excludible from gross income under section 115 of the Code can enter into an adoption agreement. Each participating employer has its own benefits plan. The benefits offered by a participating

employer to its employees are those benefits specified in its policies and/or applicable collective bargaining agreements.

As a condition of becoming a participating employer in Plan, the governing body of each new participating public agency must approve the trust administrator and the trustee of Trust. The Trust Agreement provides that the trustee can be removed at any time by the participating employers and that a trustee that resigns or is removed will be replaced by a trustee elected by the participating employers. Further, Trust proposes to amend the Trust Agreement to provide that the trust administrator can be removed at any time by the participating employers, and that subsequent trust administrators will be elected by the participating employers.

Employer contributions are deposited in Trust. In addition, Trust receives income from the investment of contributed funds. Monies received by Trust will be used to pay the cost of providing benefits and administering Plan. At no time will any part of the Trust funds be used for, or diverted to, purposes other than for the exclusive benefit of employees of the participating public agencies and for defraying the expenses of trust administration.

Participating employers can vote to amend or terminate the Trust Agreement at any time. Upon termination of the Trust Agreement, Trust funds allocated to the separate account of a participating employer are distributed to satisfy the employer's obligation to its retirees. Any remaining assets in excess of its obligation to its retirees and its obligation to contribute toward Trust expenses are returned to the participating public agency. Trust proposes to amend the Trust Agreement to provide that in no case will the assets of Trust be distributed upon its dissolution to an entity that is not a state, a political subdivision of state, or an entity the income of which is excluded from gross income under section 115 of the Code.

Trust represents that the following statement will appear in bold type at the top of the first page of Plan and on the first page of every adoption agreement:

**"No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free. The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the employer whatsoever as precedent concerning any matter relating to the employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the employer's health plan(s) or payments from the employer's health plans (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the employer's health plan(s)."**

## LAW AND ANALYSIS

Section 115(1) of the Code provides that gross income does not include income derived from any public utility or the exercise of any essential government function and accruing to a state or any political subdivision thereof.

In Rev. Rul. 77-261, 1977-2 C.B. 45, income from an investment fund, established under a written declaration of trust by a state, for the temporary investment of cash balances of the state and its participating political subdivisions, was excludable from gross income for federal income tax purposes under § 115(1). The ruling indicated that the statutory exclusion was intended to extend not to the income of a state or municipality resulting from its own participation in activities, but rather to the income of a corporation or other entity engaged in the operation of a public utility or the performance of some governmental function that accrued to either a state or municipality. The ruling points out that it may be assumed that Congress did not desire in any way to restrict a state's participation in enterprises that might be useful in carrying out projects that are desirable from the standpoint of a state government and which are within the ambit of a sovereign properly to conduct. In addition, pursuant to section 6012(a)(2) and the underlying regulations, the investment fund, being classified as a corporation that is subject to taxation under subtitle A of the Code, was required to file a federal income tax return each year.

In Rev. Rul. 90-74, 1990-2 C.B. 34, the Service determined that the income of an organization formed, funded, and operated by political subdivisions to pool various risks (casualty, public liability, workers' compensation, and employees' health) is excludable from gross income under § 115 of the Code. In Rev. Rul. 90-74, private interests neither materially participate in the organization nor benefit more than incidentally from the organization.

Trust provides health benefits to retired employees of the participating employers. Each of Trust's participating employers is required to be a state, a political subdivisions of a state or an entity the income of which is excluded from gross income under § 115(1) of the Code. Providing health benefits to current and former public employees constitutes the performance of an essential government function. Based upon Rev. Rul. 90-74 and Rev. Rul. 77-261, Trust performs an essential governmental function within the meaning of § 115(1) of the Code.

The income of Trust accrues to its participating employers, all of which are political subdivisions or entities the income of which is excluded from gross income under § 115(1) of the Code. No private interests participate in or benefit from the operation of Trust other than as providers of goods or services. The distribution of remaining funds in the separate accounts of the participating employers to their respective employees upon the termination of the Trust Agreement satisfies an obligation the participating employers have assumed with respect to providing health

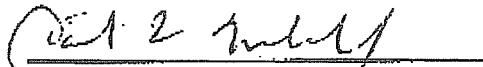
benefits to their employees. The benefit to the participating employees is incidental to the public benefit. See Rev. Rul. 90-74.

Accordingly, Trust's income is excludable from gross income under § 115(1) of the Code. Based on the information and representations submitted by Trust, and provided the proposed amendments to the Trust Agreement relating to the removal and replacement of the trust administrator by the participating employers and the distribution of assets upon the termination of Trust are adopted, we hold that the income of Trust is derived from the exercise of an essential governmental function and will accrue to a state or a political subdivision thereof for purposes of § 115(1).

No opinion is expressed on the classification of Trust as a trust or corporation for federal tax purposes. No opinion is expressed concerning the federal tax consequences of the Trust under any other provision of the Code other than those cited above. In particular, no representation is made regarding the federal tax consequences of contributions to or payments from an employer's health plan(s), including (but not limited to) whether contributions to the plan(s) are excludable from the gross income of employees, former employees or retirees under section 106 and whether payments from the plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees under sections 104 or 105.

This ruling is directed only to the taxpayer who requested it. Section 6110(k)(3) provides that this ruling may not be used or cited as precedent.

Sincerely,



David L. Marshall  
Chief, Exempt Organizations  
Branch 2  
Division Counsel/Associate Chief Counsel  
(Tax Exempt and Government Entities)

Enclosures;

Copy of this letter  
Copy for § 6110 purposes

CC: Sunita B. Lough, Director  
Office of Federal, State, and Local Governments



## O'MELVENY & MYERS LLP

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July 5, 2007

OUR FILE NUMBER  
667,093-3

Mr. Kevin Murphy  
Phase II Systems  
5141 California Avenue  
Suite 150  
Irvine, CA 92617-3069

WRITER'S DIRECT DIAL  
949-823-6912

WRITER'S E-MAIL ADDRESS  
wjacobsen@omm.com

Re: **Section 115 Trust - IRS Disclaimer**

Dear Kevin:

You requested a brief explanation of the disclaimer that appears in the plan document and adoption agreement for the Public Agencies Post-Retirement Health Care Plan (the "Plan"). We are not advising any other party in this matter. However, we have no objection to your sharing the contents of this letter with any employer that participates or is considering participating in the Plan.

As you know, the trust established under the Plan (the "Trust") has received a favorable ruling from the IRS that the Trust complies with the requirements of Section 115 of the U.S. Internal Revenue Code (the "Code"). The ruling means that the IRS has determined that the Trust's income is exempt from federal income taxes. As a condition of granting its favorable ruling, the IRS requested that the following disclaimer be included in bold type on the first page of both the Plan document and the adoption agreement for the Plan:

**No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free.** The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Employer whatsoever as precedent concerning any matter relating to the Employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the Employer's health plan(s) or payments from the Employer's health plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to

employees, former employees and retirees depend on the terms and operation of the Employer's health plan(s).

The disclaimer is meant to clarify what the ruling **does not** cover. Specifically, it does not cover the tax treatment to retirees under the retiree health programs provided by agencies participating in the Trust. Each agency -- whether or not it participates in the Trust -- determines the terms and conditions of the benefits it provides to its retirees. Thus, each agency separately determines which retirees are eligible, the amount of the benefits, the type of expenses that can be paid, and terms such as copayments and deductibles. The tax treatment to retirees depends on the terms and conditions of the benefits provided to the retirees. Participation in the Trust does not change those terms and conditions, and does not change the tax treatment to retirees.


Thus, the IRS disclaimer in the Plan is simply meant to clarify that a ruling on the tax-exempt status of the Trust is entirely unrelated to the issue of whether benefits funded through the Trust will be excludable from the retirees' income. Whether contributions made to fund benefits under a particular employer's health plan are excludable from the employee's income depends on the design and nature of that health plan.

The IRS, of course, could not and did not review the underlying retiree health programs of the agencies participating Trust. Neither the ruling that the Trust satisfied the requirements of Section 115 nor the IRS's disclaimer should be construed as in any way changing the current tax status of these underlying programs.

In our experience, it would be unusual for an agency to seek a ruling concerning the tax consequences to retirees of its particular retiree health program. However, an employer that has concerns about the tax consequences for retirees might consider submitting its plan to the IRS for a ruling on this issue. In any event, employers should consult with their own tax counsel for advice concerning their individual health plans.

As always, feel free to call me with any questions about this letter.

Very truly yours,



Wayne S. Jacobsen  
of O'MELVENY & MYERS LLP

WSJ:wff  
NB1:714550.2



## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
**Date:** April 8, 2014  
**For Council Meeting:** April 15, 2014

**Subject:** FY 2014-16 Partnership Funding Requests Review

**Recommendation:** It is recommended that the Council review the initial Partnership Funding Requests for the 2014-16 fiscal years budget, and direct staff to include the staff recommendation, with any Council modification, in the upcoming FY 2014-16 proposed budget.

**Order of Procedure:**




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

**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*
7. *Town Manager review/revision of Line Item Budgets*

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



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.

### Partnership Funding Requests

In accordance with the Council's desire for appropriate public review, input and discussion opportunities, Town staff is presenting the Partnership Funding Requests as submitted by the various non-profit service providers throughout the basin.

Over the past 45 days, Town staff reached out multiple times to the non-profit community to inform the various service providers of the Town's budget process, and encourage the submission of completed partnership applications. Through the deadline of March 31, 2014, the Town received ten such requests from the following providers:

#### Partnership Funding Requests

- *Family Service Association*
- *Morongo Basin Unity Home*
- *Reach Out Morongo Basin*
- *Boys & Girls Club of the Hi Desert*
- *Yucca Valley Chamber*
- *Desert Regional Tourism (CWC)*
- *Rotary Club*
- *Morongo Basin Tennis*
- *Center for Healthy Generations*
- *Hi Desert Aquatics*

### Town Staff Review and Assessment

At the March 4, 2014 Town Council meeting, council provided general direction regarding partnership funding levels. That direction identified the expectation that total partnership funding would be consistent with the levels included in the current FY 2013-14 adopted budget.

To assist with the review and assessment of the requests, staff developed a funding request matrix as attached, that identifies the nature of the request, current FY 2013-14 partnership detail, requested funding level for the two-year period, notes regarding the specific requests, and finally the staff recommendation.

An important component of the review included an identification of the amount of in-kind funding contribution provided by the Town toward the various requests. If the Town provided substantial in-kind funding to the organization, the request was considered in lower-priority than those that did not receive such assistance. Proposed funding of the FY 2014-15 and 2015-16 Partnerships totals \$80,500 and \$74,500 respectively, in line with the current FY 2013-14 adopted budget.

### **Next Steps**

At tonight's meeting, individual Partnership Funding Request applicants will be afforded an opportunity to discuss their request. Council can then direct staff as appropriate, and staff will include the recommended action in the development of the FY 2014-16 proposed budget, with the proposed budget being returned to council in June for final adoption.

**Attachments:**      FY 2014-16 Partnership Funding Request Summary Matrix  
                              FY 2014-16 Partnership Funding Applications

Exhibit A  
**Partnership Matrix**

*Town of Yucca Valley*  
Partnership Funding Requests  
For budget years 14-16

Organization	13/14 Funding Awarded			FY 2013-14 Description
	Cash	In-Kind	Total	
1 Family Service Association	-	54,000	54,000	No Request
2 Morongo Basin Unity Home, Inc. Reduced rent	-	60,000	60,000	Programming Support
3 Reach Out Morongo Basin, Inc.	-	-	-	Operating Costs for providing transportation for low income senior and disabled to medical and social services appts
4 Yucca Valley Branch Library	3,000	-	3,000	Adult Literacy Program
5 Boys & Girls Club afterschool programming support facility rental	16,000 16,000 32,000	- - -	16,000 16,000 32,000	Afterschool Programming Support Town Basketball Programming
6 Yucca Valley Chamber of Commerce Grubstakes Joint Marketing	5,000 15,000 20,000	- 12,000 12,000	5,000 27,000 32,000	Provide contribution toward community event Promote Business in community

*Town of Yucca Valley*  
Partnership Funding Requests  
For budget years 14-16

Organization	13/14 Funding Awarded			FY 2013-14 Description
	Cash	In-Kind	Total	
7 DRTA	25,000	12,000	37,000	Economic Development/Promotion
8 Rotary	8,000	500	8,500	Fireworks Contribution & Mobil Stage
Fireworks	2,000	-	2,000	operating costs for annual light parade
Festival of Lights	10,000	500	10,500	
9 MB Tennis Association	1,500	1,000	2,500	Contribution toward MBTA youth tennis program
10 Healthy Generations (Adult Health Services)	5,000	-	5,000	Program Assistance
12 HI Desert Aquatics	-	-	-	No Request
Charges to other depts	96,500			
	(16,000)			
<b>Total Partnership Funding</b>	<b>80,500</b>			

*Town of Yucca Valley*  
Partnership Funding Requests  
For budget years 14-16

Organization	FY 2014-16 Description	Funding Requested		Staff Recommendation		Notes
		14/15	15/16	14/15	15/16	
1 Family Service Association	Subsidized Rental for Senior Nutritional	6,000	6,000	-	-	Continuation of In-kind contribution
2 Morongo Basin Unity Home, Inc. Reduced rent	To hire on-site child care provider to allow women in shelter to look for work	18,000	18,000	-	-	Continuation of lease contribution
3 Reach Out Morongo Basin, Inc.	Operating Costs for providing transportation for low income senior and disabled to medical and other appts	10,000	10,000	-	-	Continue to support grant through MBTA
4 Yucca Valley Branch Library	No request received.	-	-	-	-	Consider if submitted in future years
5 Boys & Girls Club afterschool programming support facility rental	Afterschool Programming Support Town Basketball Programming	16,000 16,000 32,000	16,000 16,000 32,000	16,000 16,000 32,000	16,000 16,000 32,000	Continuation of current funding
6 Yucca Valley Chamber of Commerce Grubstakes Joint Marketing	Contribution toward community event Promote Business in community	- 22,000 22,000	- 25,000 25,000	4,500 20,000 24,500	4,500 20,000 24,500	Continuation of current funding

*Town of Yucca Valley*  
Partnership Funding Requests  
For budget years 14-16

Organization	FY 2014-16 Description	Funding Requested		Staff Recommendation		Notes
		14/15	15/16	14/15	15/16	
7 DRTA	Economic Development/Promotion	25,000	25,000	22,500	22,500	Slight reduction offset by new lease agmt
8 Rotary	Fireworks	10,000	10,000	8,000	8,000	Continuation of local support
	Festival of Lights	1,000	1,000	1,000	1,000	
		11,000	11,000	9,000	9,000	
9 MB Tennis Association	Contribution toward youth tennis	1,500	1,500	2,500	2,500	Continuation of successful program
10 Healthy Generations (Adult Health Services)	Roof Repair Contribution	6,000	-	6,000	-	Recommend CDBG funding support in out year if requested
12 HI Desert Aquatics	Equipment purchase	1,901	1,200	-	-	Current program receives fee reduction through PRCC of 75% of hourly costs
Charges to other depts		127,401	123,700	96,500	90,500	
		(16,000)	(16,000)	(16,000)	(16,000)	
<b>Total Partnership Funding</b>		<b>111,401</b>	<b>107,700</b>	<b>80,500</b>	<b>74,500</b>	

Exhibit B

**Partnership Funding Requests**



Rec'd 3/21/14

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



FAMILY SERVICE ASSOCIATION		
Agency/Organization		
21250 Box Springs Road Suite 212		
Mailing Address		
Moreno Valley	CA	92557
City	State	Zip
(951) 686-1096	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Agency Phone Number	Non-Profit	Other

Veronica Dover	Chief Operating Officer
Contact Person	Title
(951) 686-1096	
Contact Phone Number	Contact Phone # (Cell or Other)
<a href="mailto:vdover@fsaca.org">vdover@fsaca.org</a>	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	\$2,504,329	\$2,504,329
Amount Requested from Town of Yucca Valley	\$6,000	\$6,000

Describe the project or program for which funds are requested (25 words or less):  
 FSA has been a partner with the Town of Yucca Valley for over 10 years. We provide meals to the senior citizens of your community

Benefit of project/program to the residents of the Town of Yucca Valley:  
 The Senior Nutrition Program helps to address a number of problems faced by many elders, including poor diets, health problems, food insecurity, and loneliness. Key nutrition services include nourishing meals, as well as nutrition screening, assessment, education, and counseling, to ensure that older people achieve and maintain optimal nutritional status.

A major goal of the Nutrition program is to provide at least one nutritionally balanced meal per day to seniors either at a congregate meal site or through home-delivered meals. People age 60 or older and their spouses are eligible to receive nutrition services. A voluntary donation is requested.

An additional goal of the Nutrition program is to assist older persons in maintaining independence so that they may continue to reside in their own homes for as long as possible. We currently serve over 500 unduplicated senior residents of the Town of Yucca Valley with our program.

Specific items to be funded: (Provide Details on Attached Form A)

1 Waive rent for Yucca Senior Center	\$ 6,000
2 _____	\$ _____
3 _____	\$ _____

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachement A)
- Copy of recent Audit or Financial Report

Veronica Dover  
 Signature  
Veronica Dover  
 Print Name

3/12/14  
 Date  
Chief Operating Officer  
 Title

**Town of Yucca Valley**  
**Partnership/Contract Funding Program**  
**Attachment A: Project and Program Details**



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

FSA currently pays rent in the amount of \$500 / month. We are asking for this rent to be waived for our program. \$500 provides over 80 meals per month to seniors in the Yucca Valley community. The insecurity of our base funding from the Federal Government, (demonstrated by the Federal Sequestration cuts), and the decreasing donations from our economically challenged senior clients, focuses our need for local partnerships to insure we can continue to meet the needs of the communities we serve in the region.

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

FSA currently pays rent in the amount of \$500 / month. We are asking for this rent to be waived for our program. \$500 provides over 80 meals per month to seniors in the Yucca Valley community. The insecurity of our base funding from the Federal Government, (demonstrated by the Federal Sequestration cuts), and the decreasing donations from our economically challenged senior clients, focuses our need for local partnerships to insure we can continue to meet the needs of the communities we serve in the region.

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Morongo Basin Unity Home, Inc			
Agency/Organization			
PO Box 1662			
Mailing Address			
Joshua Tree,	California	92252	
City	State	Zip	
760-366-1247	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Agency Phone Number	Non-Profit	Other	_____

Joyce Gutierrez	Statistical Analyst
Contact Person	Title
760-366-1247	_____
Contact Phone Number	Contact Phone # (Cell or Other)
outreach@unity-home.com	_____
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	901,000.00	920,00.00
Amount Requested from Town of Yucca Valley	18,00.00	18,000.00

Describe the project or program for which funds are requested (25 words or less):

To employ a child care provider for the children in our domestic violence shelter, so the mothers can seek employment.

Benefit of project/program to the residents of the Town of Yucca Valley:

30 % of Unity Home's shelter clients are from the Town of Yucca Valley. With the additional funds we could provide onsite child care so the mothers can seek employment, get off public assistance and be contributing members of society while residing in the Transitional Housing.

Specific items to be funded: (Provide Details on Attached Form A)

1	Child care provider 25 hours / week	\$ 18,000.00
2	_____	\$ _____
3	_____	\$ _____

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

	3/24/14
Signature	Date
Joyce Gutierrez	STATISTICAL ANALYST
Print Name	Title

2014-2015/2015-2016

Town of Yucca Valley Partnership Funding Application

Attachment A

Morong Basin Unity Home, Inc is a non-profit domestic violence service organization located in Joshua Tree California. Unity Home served 1096 clients in 2013, of which 30% were residents of Yucca Valley. Our services include a 24-hour hotline, 30 bed/ 90 day shelter program, Outreach Office, legal assistance, court support, restraining order assistance, support groups, High School Healthy relationship classes and community education programs.

Women and children who complete the 90 days in our shelter have the opportunity to apply for the Transitional Housing, which we are able to provide due the generosity of the Town of Yucca Valley.

We are requesting \$18,000.00 to hire an on site child care provider. We are seeking someone with early childhood education or experience. This will provide the necessary time the women need to seek and obtain employment, to better there lives, live free from abuse and to not have to rely on Calworks.

Unity Home thanks you for the opportunity to apply for funding. If you have any questions, or would like a tour of our shelter please do not hesitate to call.

Respectfully,



Joyce Gutierrez

Statistical Analyst

Morong Basin Unity Home

760-366-1247

Rec'd 3/20/14

4115

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



**REACH OUT MORONGO BASIN**

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Agency/Organization  
**PO Box 2225**

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Mailing Address  
**Twentynine Palms, Ca 92277**

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City State Zip

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**760-361-1410**       Non-Profit       Other

---

Agency Phone Number

<b>Robin Schlosser</b>	<b>Executive Director</b>
Contact Person	Title
<b>760-361-1410</b>	<b>760-368-7343</b>
Contact Phone Number	Contact Phone # (Cell or Other)
<u>Director@reachout29.org</u>	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	150,477	158,000
Amount Requested from Town of Yucca Valley	10,000	10,000

Describe the project or program for which funds are requested (25 words or less):  
**To provide safe, reliable transportation services for medical and social services appointments to low/moderate income senior and disabled persons living in Yucca Valley Town limits.**

Benefit of project/program to the residents of the Town of Yucca Valley:  
**The proposed program would benefit low/moderate incomeresidents by providing them with access to no-cost transportation for medical and social service appointments locally within the Morongo Basin as well as to the San Bernardino and Coachella Valley areas.**

Specific items to be funded: (Provide Details on Attached Form A)

1 <b>Insurance</b>	\$ <b>2000</b>
2 <b>Driver and Scheduler Salaries</b>	\$ <b>3500</b>
3 <b>Fuel and Vehicle Maintenance</b>	\$ <b>4500</b>

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachement A)
- Copy of recent Audit or Financial Report

<u>Robin R Schlosser</u>	<u>March 19, 2014</u>
Signature	Date
<u>ROBIN R. SCHLOSSER</u>	<u>Executive Director</u>
Print Name	Title

Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

**No funds were received from the Town of Yucca Valley for this period.**

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

**Please see attached narrative**

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

**Please see attached narrative**

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1 **No other requests are anticipated at this time** \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

**Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application**



<u>Boys &amp; Girls Club of the Hi-Desert</u>		
Agency/Organization		
<u>P.O. Box 402</u>		
Mailing Address		
<u>Yucca Valley</u>	<u>Ca.</u>	<u>92286</u>
City	State	Zip
<u>760-365-5437</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Agency Phone Number	Non-Profit	Other

<u>Sam Handley</u>	<u>Executive Director</u>
Contact Person	Title
<u>760-365-5437</u>	<u>760-628-8463</u>
Contact Phone Number	Contact Phone # (Cell or Other)
<u>shandleyed@gmail.com</u>	
Contact Email Address	

	FY 2014-15	FY2015-16
<b>Anticipated Agency Budget</b>	\$ <u>300,000</u>	\$ <u>350,000</u>
<b>Amount Requested from Town of Yucca Valley</b>	\$ <u>32,000</u>	\$ <u>32,000</u>

Describe the project or program for which funds are requested (25 words or less):

\$16,000 For Afterschool Programming for 150 children  
\$16,000 Facility Rental of Basketball Gym

Benefit of project/program to the residents of the Town of Yucca Valley:

Keep our children off the streets + into programming

Specific items to be funded: (Provide Details on Attached Form A)

<u>1 Project Learn</u>	<u>\$ 8,000</u>
<u>2 Teen Center</u>	<u>\$ 9,000</u>
<u>3 Town Basketball</u>	<u>\$ 16,000</u>

- Required Attachments:
- Copy of 501(c)3 incorporation papers
  - Current list of agency board of directors (w/ contact info.)
  - Project and Program Details (Attachement A)
  - Copy of recent Audit or Financial Report

<u>Sam Handley</u>	<u>3/28/14</u>
Signature	Date
<u>Sam Handley</u>	<u>Executive Director</u>
Print Name	Title





Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Yucca Valley Chamber of Commerce

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Agency/Organization  
56711 29 Palms Hwy.

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Mailing Address  
Yucca Valley, CA 92284

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City	State	Zip
760.365.6323	#	<input type="checkbox"/>
Agency Phone Number	Non-Profit	Other

Cheryl Nankervis	President/CEO
Contact Person	Title
760.365.6323	760.401.0016
Contact Phone Number	Contact Phone # (Cell or Other)
<u>director@yuccavalley.org</u>	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	\$100,000	\$110,000
Amount Requested from Town of Yucca Valley	22,000.00	25,000.00

Describe the project or program for which funds are requested (25 words or less):

To promote a healthy, thriving business environment; to partner with the public and private sector; to provide leadership for our business community; while enhancing Yucca Valley's quality of life. Projects include "Shop Yucca Valley First" promotion, King of the Hammers and marketing Yucca Valley.

Benefit of project/program to the residents of the Town of Yucca Valley:

The funds requested help the Chamber in our effort to market Yucca Valley as a great place to live, work and play. When residents "Shop Yucca Valley First" it benefits everyone by increasing sales tax, provides jobs, supports non-profit organizations and enhances the quality of life in Yucca Valley.

Specific items to be funded: (Provide Details on Attached Form A)

1 Shop Yucca Valley First Campaign	\$ 10,000.00
2 King of the Hammers	\$ 5,000.00
3 Marketing, Materials, & Postage	\$ 7,000.00

Required Attachments:

- Copy of 501(c)<sup>6</sup> incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

	3-11-14
Signature	Date
James D. Lawless	Chairman of the Board
Print Name	Title

**Town of Yucca Valley**  
**Partnership/Contract Funding Program**  
**Attachment A: Project and Program Details**



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

See Attached

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

See Attached

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

See Attached

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1     Use of the Yucca Room for Chamber Home Based Business Mixer
- 2     Use of Yucca Room for Town Council Candidate Forum
- 3     Use of the Community Center Complex for the Yucca Valley Gourd Art Festival
- 4     \_\_\_\_\_

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Desert Regional Tourism Agency - DRTA		
Agency/Organization		
56711 29 Palms Hwy.		
Mailing Address		
Yucca Valley, CA		92284
City	State	Zip
760-365-7219	<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> Other
Agency Phone Number		

Kelly Carson	Executive Director
Contact Person	Title
760-365-7219	760-333-2277
Contact Phone Number	Contact Phone # (Cell or Other)
kcarson@basinwidefoundation.com	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	\$90,000	\$90,000
Amount Requested from Town of Yucca Valley	\$25,000	\$25,000

Describe the project or program for which funds are requested (25 words or less):

Partnership funding is requested to apply towards operating expenses and California Welcome Center designation fees.

Benefit of project/program to the residents of the Town of Yucca Valley:

To cooperatively market to tourists the variety of attractions, activities, and experiences available in the Desert Region. To provide an enhanced visibility and encourage travel spending in our region while demonstrating our unique diversity.

Specific items to be funded: (Provide Details on Attached Form A)

1 Operational Expenses	\$ 22,500
2 Designation Fees	\$ 2500
3 _____	\$ _____

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

 _____ Signature	3/28/14 _____ Date
Kelly CARSON _____ Print Name	ES _____ Title

**Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details**



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

Partner funds are used for California Welcome Center operational expenses and marketing of tourism.

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

Funds will be used to enhance our marketing programs, sustain current advertisers and support of operational expenses.

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

Same as above - We are committed to enhance marketing efforts for tourism in the Town of Yucca Valley and for the Joshua Tree Gateway Communities.

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Rotary Club of Yucca Valley		
Agency/Organization		
PO Box 200		
Mailing Address		
Yucca Valley, CA 92286		
City	State	Zip
760-365-1988	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Agency Phone Number	Non-Profit	Other

Cynthia Kraemer	President Elect
Contact Person	Title
760-365-1988	760-219-4433
Contact Phone Number	Contact Phone # (Cell or Other)
<a href="mailto:cynthia@cynthiakraemer.com">cynthia@cynthiakraemer.com</a>	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	84000	90000
Amount Requested from Town of Yucca Valley	10000	10000

Describe the project or program for which funds are requested (25 words or less):

Annual 4th of July Fireworks Show and Community Fair.

Benefit of project/program to the residents of the Town of Yucca Valley:

Thousands of Yucca Valley residents come to the event each year to celebrate our Country's birthday and thousands of others watch from yards, parking lots, and nearby locations.

Specific items to be funded: (Provide Details on Attached Form A)

1 Fireworks Funds	\$ 10,000
2 _____	\$ _____
3 _____	\$ _____

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

_____ Signature	3/18/14 _____ Date
Cynthia Kraemer, President Elect	
Print Name	Title

Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details



2013-14 Information

Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.

N/A

(Town obtained Donations from local developers on behalf of organization)

2014-15 Request

Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.

Fireworks show for community - Annual (26 years) for community residents. Cost for event exceeds \$20,000 each year for the fireworks and all must be raised by donations or event cannot happen.

2015-16 Request

Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.

Same as above.

Other Services Requested from the Town of Yucca Valley

List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)

- 1 Traffic Barriers / cones
- 2 Citizen Patrol
- 3 Parking Assistance / approval
- 4 Use of Brekm Youth Park (new park)

Rec'd 3/20/14

4109

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Rotary Club of Yucca Valley  
Agency/Organization

PO Box 200  
Mailing Address

Yucca Valley CA 92286  
City State Zip

760-365-1988    
Agency Phone Number Non-Profit Other

Cynthia Kraemer President Elect  
Contact Person Title

760-365-1988 760-214-4433  
Contact Phone Number Contact Phone # (Cell or Other)

Cynthia@CynthiaKraemer.com  
Contact Email Address

	FY 2014-15	FY 2015-16
Anticipated Agency Budget	\$ 84,000.00	\$ 90,000.00
Amount Requested from Town of Yucca Valley	\$ 1,000.00	\$ 1,000.00

Describe the project or program for which funds are requested (25 words or less):  
Annual light parade (Festival of Lights) in Yucca Valley  
Rotary has taken over the organization from Old Town Merchants  
this will help delay traffic, insurance and other costs.

Benefit of project/program to the residents of the Town of Yucca Valley:  
Brings hundreds of residents together for holiday events.  
We also have Santa for kids to get gift from at end  
of parade.

Specific items to be funded: (Provide Details on Attached Form A)

<u>1</u>	<u>Light Parade Cost Share</u>	<u>\$ 1,000.00</u>
<u>2</u>		\$
<u>3</u>		\$

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

Cynthia Kraemer 3/19/14  
Signature Date

Cynthia Kraemer, Pres. Elect  
Print Name Title

Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details



2013-14 Information

Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.

Traffic Barriers, closures, maps. Overall cost to put on event. Included ads, Insurance, sound, etc. Town contributed \$2,000 for 13/14.

2014-15 Request

Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.

Some usage, but only \$1,000 requested. We are also obtaining sponsors to help offset the cost.

2015-16 Request

Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.

Same as above.

Other Services Requested from the Town of Yucca Valley

List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)

- 1 Traffic Barriers/ cones
- 2 Route Maps
- 3 Citizen Patrol
- 4 Use of Town Streets (to be determined for route)



Rec'd 3/26/14

4110

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Morongo Basin Tennis Association		
Agency/Organization		
P.O. Box 1673		
Mailing Address		
Yucca Valley, CA 92286-1673		
City	State	Zip
760-365-3851	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Agency Phone Number	Non-Profit	Other

Gideon B. Smith	President
Contact Person	Title
760-365-3851	760-831-8844
Contact Phone Number	Contact Phone # (Cell or Other)
Yvpiedpiper@aol.com	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	\$ 10750.00	\$ 11250.00

Amount Requested from Town of Yucca Valley	\$ <del>1500.00</del> 2500.00	\$ <del>1500.00</del> 2500.00
--	-------------------------------	-------------------------------

Describe the project or program for which funds are requested (25 words or less):  
 Funds will be used to support community recreational youth tennis programs conducted at Jacobs Park. These programs have been run annually since the early 2000's.

Benefit of project/program to the residents of the Town of Yucca Valley:  
 Based on years of experience, these youth tennis programs help develop character, integrity, honesty, goal achievement ability, increase self-confidence and reduce juvenile delinquency.

Specific items to be funded: (Provide Details on Attached Form A)

1 Junior Team Tennis	\$ 800.00
2 Friday Night Teen Tennis	\$ 300.00
3 Winning in Tennis-Leadership-Life	\$ 400.00

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachement A)
- Copy of recent Audit or Financial Report

Gideon B. Smith  
Signature

March 20, 2014  
Date

**Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details**



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

Funds were used in support of Junior Team Tennis, Friday Night Teen Tennis, National Junior Tennis & Learning and Winning in Tennis - Leadership - Life. This support consisted of equipment (e.gg. racquets, balls, baskets, first aid kits, etc.) T-shirts, printing, postage, fruit snacks, water, ice and awards.

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

Similar to last year, the funds will be used to support Junior Team Tennis, Friday Night Teen Tennis, National Junior Tennis & Learning and Winning in Tennis - Leadership - Life. The support will consist of equipment, T-shirts, printing, postage, fruit snacks, water, ice and awards.

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

Same support items as in 2014-15 Request.

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1 Tennis courts
- 2 The classroom building at Jacobs Park.
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Center For Healthy Generations			
Agency/Organization			
P.O. Box 106			
Mailing Address			
Yucca Valley	Ca	92286	
City	State	Zip	
760-365-9661	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Agency Phone Number	Non-Profit	Other	

Sue Tsuda	President of the Board
Contact Person	Title
760-365-9661	760-898-1047
Contact Phone Number	Contact Phone # (Cell or Other)
director@mbcho.org	
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	100,000	\$100,000
Amount Requested from Town of Yucca Valley	\$6,000	\$

Describe the project or program for which funds are requested (25 words or less):

The roof of the Center is in very poor Condition. We have patched it several times and it needs serious attention. We are proposing replace the South facing half and do major repairs which should give our existing roof another 15 to 20 years.

Benefit of project/program to the residents of the Town of Yucca Valley:

The Center has the only saline, warm-water, enclosed exercise pool open to the public in either the Basin or low desert. Our pool exercises are beneficial to adults and children and our programs provide information, socialization and creative activities.

Specific items to be funded: (Provide Details on Attached Form A)

1 Major Roof Repair	\$ 11,770
2 _____	\$ _____
3 _____	\$ _____

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

**RECEIVED**

MAR 31 2014

TOWN OF YUCCA VALLEY  
3:21P

*Sue Tsuda*  
Signature

March 31, 2014  
Date

Sue Tsuda  
Print Name

President of the Board  
Title

Rec'd 3/26/14

4104

Town of Yucca Valley  
2014-15/2015-16 Partnership Funding Application



Hi Desert Aquatics Swim Youth Team		
Agency/Organization		
PO Box 1527		
Mailing Address		
Joshua Tree, Ca 92252		
City	State	Zip
760-567-1131	☒	☐
Agency Phone Number	Non-Profit	Other

Laura Ambrosius	Head Coach
Contact Person	Title
760-567-1131	Contact Phone # (Cell or Other)
Contact Phone Number	
coachlaura@hdaquatics.org	Contact Email Address
Contact Email Address	

	FY 2014-15	FY2015-16
Anticipated Agency Budget	\$15,800	16,000
Amount Requested from Town of Yucca Valley	1,901.00	1,200

Describe the project or program for which funds are requested (25 words or less):

Our agency is a non profit organization that provides the opportunity for local youth ages 4-18 to compete in competitive age group swimming. HDA competes in San Gorgonio League and USA swimming competitions.

Benefit of project/program to the residents of the Town of Yucca Valley:

HDA teaches the value of hard work, setting and achieving goals, and the importance of team work, skills that our youth can use their whole life. The regimen builds an extraordinary high level of physical fitness that few sports can match.

Specific items to be funded: (Provide Details on Attached Form A)

1 Kick Boards/stop watches	\$ 310/132
2 Backstroke flags	\$ 215
3 shade canopies	\$ 1,244.00

Required Attachments:

- Copy of 501(c)3 incorporation papers
- Current list of agency board of directors (w/ contact info.)
- Project and Program Details (Attachment A)
- Copy of recent Audit or Financial Report

	3/25/2014
Signature	Date
Laura Ambrosius, Head Coach	Title
Print Name	Title

Town of Yucca Valley  
Partnership/Contract Funding Program  
Attachment A: Project and Program Details



**2013-14 Information**

*Please provide details about how 2013-14 Town of Yucca Valley partnership funds were used by the agency. Attach additional sheet if necessary.*

Hopefully, this year's request will be honored. We are a new team and our supplies of kickboards have diminished, our flags are ruined and our shade canopies are in bad shape. The flags will be used for timing the swimmers' approach to the wall during practice and competition. The watches are used to time the events. The kickboards are used for leg-specific conditioning. The shade canopies are used during swim meets to protect the lane timers, scoring table volunteers and snack bar workers from the sun.

**2014-15 Request**

*Please provide details about how 2014-15 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

For the 2014/2015 season we are requesting MeetManager Software and hand paddles. The software helps to run our meets efficiently. We will use hand paddles this season because our swimmers will have had one year of conditioning and this is necessary before isolating the arm muscles. The Software is \$415, and the paddles are about \$400.

**2015-16 Request**

*Please provide details about how 2015-16 Town of Yucca Valley partnership funding would be used if approved. Attach additional sheet if necessary.*

\$1,200 for ribbons and awards, renewal of kickboards and handpaddles.

**Other Services Requested from the Town of Yucca Valley**

*List any other anticipated requests such as meeting rooms, event support, etc. (Additional application and review of other service request may be required.)*

- 1    none
- 2    \_\_\_\_\_
- 3    \_\_\_\_\_
- 4    \_\_\_\_\_

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: April 8, 2014
For Council Meeting: April 15, 2014

Subject: Ordinance No.
Traffic Speed Surveys
Establishing Updated Radar Enforceable Speed Zones
Town-Wide Locations

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

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

Executive Summary: Cities must perform radar speed surveys in order to establish radar enforceable speed limits. Radar speed zones must be updated in accordance with State law in order to remain enforceable through the use of radar by the Sheriff's Department.

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

Discussion: Traffic Safety Policy No. 16, Section 4, establishes the criteria for conducting traffic speed surveys at least once every seven years. Traffic radar speed surveys were conducted on September 26, 2013 and between January 31, 2014 and March 20, 2014, at fifty two (52) locations.

Speed limits should be preferably at or near the 85 percentile speed, which is defined as that speed at or below which 85 percent of the traffic is moving. Speed limits higher than the 85 percentile are not generally considered reasonable and safe. Limits below the 85 percentile do not facilitate the orderly movement of traffic. Speed limits established on this basis conform to the consensus of those who drive the street as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, SRS Dept Head
[X] Department Report, [X] Ordinance Action, [ ] Resolution Action, [ ] Public Hearing
[ ] Consent, [ ] Minute Action, [ ] Receive and File, [ ] Study Session

The following is a list of streets with updated speed surveys and recommended speed zones:

<u>Street Section</u>	<u>Posted Speed</u>	<u>Proposed Speed Limit</u>
Acoma Trail: SR62 to Onaga Trail	40	40
Acoma Trail; Onaga Trail to Joshua Drive	40	40
Airway Avenue: SR62 to Yucca Trail	35	35
Amador Avenue: Onaga Trail to Joshua Drive	40	40
Amador Avenue: Joshua Drive to Golden Bee Drive	35	35
Avalon Avenue: SR62 to Yucca Trail	45	45
Balsa Avenue: SR62 to Hanford Avenue	35	35
Baron Drive: Yucca Mesa to Indio Avenue	40	40
Buena Vista Drive: SR247 to Yucca Mesa Road	55	55
Grand Avenue: Mt. View Trail to Joshua Drive	40	35
Grand Avenue: Joshua Drive to Kismet	35	35
Hopi Trail: Santa Fe Trail to Onaga Trail	35	35
Joshua Lane: Yucca Trail to Pueblo Trail	40	40
Joshua Lane: Pueblo Trail to Onaga Trail	40	40
Joshua Lane: Joshua Drive to Warren Vista	50	50
Joshua Lane: Warren Vista to San Andreas	50	50
Joshua Lane: San Andreas to San Marino	50	50
Joshua Drive: Acoma Trail to Palm Avenue	45	45

Joshua Drive: Palm Avenue to Joshua Lane	45	45
Joshua Drive: West End to Palomar Avenue	40	40
Joshua Lane: SR62 to Yucca Trail	40	35
Joshua Lane: Onaga Trail to Joshua Drive	45	45
Kickapoo Trail: SR62 to Onaga Trail	40	40
Onaga Trail: Acoma Trail to Fox Trail	40	40
Onaga Trail: Amador Avenue to Sage Avenue	40	40
Onaga Trail: Sage Avenue to Joshua Lane	40	40
Onaga Trail: -Alaba Aveue to Palomar Avenue	45	40
Onaga Trail: Kickapoo Trail to Fox Trail	40	40
Onaga Trail: Amador Avenue to Acoma Trail	40	40
Onaga Trail: Joshua Lane to Warren Vista Avenue	45	45
Onaga Trail: Warren Vista Avenue to Alaba Avenue	45	45
Palomar Ave: Yucca Trail to Joshua Drive	50	50
Palomar Ave: Joshua Dr. to Joshua Lane	50	50
Paxton Road: SR247 to Avalon Avenue	40	40
Pioneertown Rd: Yucca Trail to Buena Vista Avenue	50	50
Pioneertown Road: Buena Vista to North Town Limit	50	50
Pioneertown Road: SR62 to Yucca Trail	40	25
Santa Fe Trail: Inca Trail to Deer Trail	35	35
Santa Fe Trail: Deer Tr. to Apache Tr.	35	35
Sunnyslope Drive: Sage Avenue to Mohawk Trail	45	45



Yucca Trail: Airway Avenue to Joshua Lane	45	40
Yucca Trail: Joshua Lane to Sage Avenue	40	40

Staff coordinated with the Sheriff's Department throughout the radar speed survey processes.

**Alternatives:** The speed limits recommended by the Traffic Engineer are necessary in order to be enforceable by radar. No alternatives are recommended.

**Fiscal impact:** Costs will include the purchase of regulatory speed signs, as well as, installation by Town forces, which are included in Streets Maintenance Division annual operating budget.

**Attachments:** Ordinance No.  
Radar Speed Limit Surveys  
Traffic Safety Policy #16  
California Vehicle Code – Section 40802

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
AMENDING TITLE 12 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY  
AMENDING SECTION 12.20.020 ENTITLED "CHANGES  
IN STATE LAW SPEED LIMITS" OF CHAPTER 12.20 OF  
THE TOWN OF YUCCA VALLEY MUNICIPAL CODE  
ESTABLISHING SPEED LIMITS

The Town Council of the Town of Yucca Valley does ordain as follows:

**SECTION 1.** Title 12 of the Town of Yucca Valley Municipal Code is hereby amended by adding to Section 12.20.020 of Chapter 12.20 the following streets, portions affected, and declared prima facie speed limits:

<u>Name of Street</u>	<u>Portion Affected</u>	<u>"Declared Prima Facie Speed Limit (In Miles Per Hr.)"</u>
Acoma Trail:	SR62 to Onaga Trail	40
Acoma Trail;	Onaga Trail to Joshua Drive	40
Airway Avenue:	SR62 to Yucca Trail	35
Amador Avenue:	Onaga Trail to Joshua Drive	40
Amador Avenue:	Joshua Drive to Golden Bee Drive	35
Avalon Avenue:	SR62 to Yucca Trail	45
Balsa Avenue:	SR62 to Hanford Avenue	35
Baron Drive:	Yucca Mesa to Indio Avenue	40
Buena Vista Drive:	SR247 to Yucca Mesa Road	55
Grand Avenue:	Mt. View Trail to Joshua Drive	35
Grand Avenue:	Joshua Drive to Kismet	35
Hopi Trail:	Santa Fe Trail to Onaga Trail	35

Joshua Lane: Yucca Trail to Pueblo Trail	40
Joshua Lane: Pueblo Trail to Onaga Trail	40
Joshua Lane: Joshua Drive to Warren Vista	50
Joshua Lane: Warren Vista to San Andreas	50
Joshua Lane: San Andreas to San Marino	50
Joshua Drive: Acoma Trail to Palm Avenue	45
Joshua Drive: Palm Avenue to Joshua Lane	45
Joshua Drive: West End to Palomar Avenue	40
Joshua Lane: SR62 to Yucca Trail	35
Joshua Lane: Onaga Trail to Joshua Drive	45
Kickapoo Trail: SR62 to Onaga Trail	40
Onaga Trail: Acoma Trail to Fox Trail	40
Onaga Trail: Amador Avenue to Sage Avenue	40
Onaga Trail: Sage Avenue to Joshua Lane	40
Onaga Trail: -Alaba Avenue to Palomar Avenue	40
Onaga Trail: Kickapoo Trail to Fox Trail	40
Onaga Trail: Amador Avenue to Acoma Trail	40
Onaga Trail: Joshua Lane to Warren Vista Avenue	45
Onaga Trail: Warren Vista Avenue to Alaba Avenue	45
Palomar Ave: Yucca Trail to Joshua Drive	50
Palomar Ave: Joshua Dr. to Joshua Lane	50
Paxton Road: SR247 to Avalon Avenue	40

Pioneertown Rd: Yucca Trail to Buena Vista Avenue	50
Pioneertown Road: Buena Vista to North Town Limit	50
Pioneertown Road: SR62 to Yucca Trail	25
Santa Fe Trail: Inca Trail to Deer Trail	35
Santa Fe Trail: Deer Tr. to Apache Tr.	35
Sunnyslope Drive: Sage Avenue to Mohawk Trail	45
Yucca Trail: Airway Avenue to Joshua Lane	40
Yucca Trail: Joshua Lane to Sage Avenue	40

Except as so amended, all other provisions of said Chapter shall remain in Effect.

**SECTION 2 NOTICE OF ADOPTION.** Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation, printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

**SECTION 3 EFFECTIVE DATE:** This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council as signed by the Mayor and attested by the Town Clerk this 15<sup>th</sup> day of April 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
TOWN MANAGER

Town of Yucca Valley  
 Radar Speed Survey

Speed		MPH		Vehicles Surveyed		Tot. Veh.		
50	55	MPH	50	Northbound	Southbound	MPH	50	
0	0	65	0				0	
0	0	64	0				0	
0	0	63	0				0	
0	0	62	0				0	
0	0	61	0				0	
0	0	60	0				0	
0	0	59	0				0	
0	0	58	0				0	
0	0	57	0				0	
0	0	56	0				0	
0	0	55	0				0	
0	0	54	0				0	
0	0	53	0				0	
0	0	52	0				0	
0	0	51	2	X			3	
0	0	50	1	X			1	
0	0	49	2	X			3	
0	0	48	0				0	
0	0	47	0				0	
0	0	46	0				0	
0	0	45	1	X			2	
0	0	44	3	X			5	
0	0	43	1	X			3	
0	0	42	0				2	
0	0	41	1	X			1	
0	0	40	7	X	X	X	13	
0	0	39	3	X	X	X	7	
0	0	38	5	X	X	X	8	
0	0	37	3	X	X	X	10	
0	0	36	7	X	X	X	9	
0	0	35	8	X	X	X	10	
0	0	34	3	X	X	X	7	
0	0	33	0				4	
0	0	32	1	X			3	
0	0	31	1	X			5	
0	0	30	2	X			3	
0	0	29	0				0	
0	0	28	0				0	
0	0	27	0				2	
0	0	26	0				0	
0	0	25	0				0	
0	0	24	0				0	
0	0	23	0				0	
0	0	22	0				0	
0	0	21	0				0	
0	0	20	0				0	
0	0	19	0				0	
0	0	18	0				0	
0	0	17	0				0	
0	0	16	0				0	
0	0	15	0				0	
				<b>GRAND TOTALS</b>				<b>100</b>

Location: Acoma Trail  
 Between: State Route 62 - Joshua Drive  
 Weather: Sunny  
 Date: 3/5/13  
 Time From: 3:35  
 Time To: 4:05  
 Existing Speed Limit: 40 M.P.H.

% Over Pace: 19%  
 % In Pace: 76%  
 % Under Pace: 5%  
 Average Speed: 38 M.P.H.  
 Pace Speed: 31 - 40 M.P.H.  
 95th Percentile / Critical Speed: 43 M.P.H.

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed MPH	Vehicles Surveyed		MPH	Tot. Veh.
	Northbound	Southbound		
65				0
64				0
63				0
62				0
61				0
60				0
59				0
58				0
57				0
56				0
55				0
54				0
53				0
52				0
51				0
50				0
49				0
48				0
47				1
46				0
45				0
44				3
43				4
42				4
41				7
40				8
39				8
38				6
37				5
36				10
35				6
34				0
33				4
32				2
31				6
30				4
29				2
28				5
27				2
26				1
25				0
24				0
23				0
22				0
21				0
20				0
19				0
18				0
17				0
16				0
15				0
<b>GRAND TOTALS</b>				<b>100</b>

Location: Acoma Trail  
 Between: Onaga Trail - Joshua Drive  
 Weather: Sunny  
 Date: 2/12/14  
 Time From: 9:00  
 Time To: 9:50  
 Existing Speed Limit: 40 M.P.H.

% Over Pace: 4%  
 % In Pace: 70%  
 % Under Pace: 26%  
 Average Speed: 36 M.P.H.  
 Pace Speed: 34 - 43 M.P.H.  
 15th Percentile / Critical Speed: 30 MPH  
 50th Percentile / Critical Speed: 35 MPH  
 85th Percentile / Critical Speed: 40 MPH

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed MPH	Vehicle Surveyed		TOT. veh.
	Northbound	Southbound	
55			0
56			0
57			0
58			0
59			0
60			0
61			0
62			0
63			0
64			0
65			0
66			0
67			0
68			0
69			0
70			0
71			0
72			0
73			0
74			0
75			0
76			0
77			0
78			0
79			0
80			0
81			0
82			0
83			0
84			0
85			0
86			0
87			0
88			0
89			0
90			0
91			0
92			0
93			0
94			0
95			0
96			0
97			0
98			0
99			0
100			0
GRAND TOTALS			100

Location: Airway Avenue  
 Between: State Route 62 - Yucca Trail  
 Weather: Sunny  
 Date: 3/5/13  
 Time From: 9:00  
 Time To: 9:45  
 Existing Speed Limit: 35 M.P.H.

% Over Pace: 5%  
 % In Pace: 87%  
 % Under Pace: 8%  
 Average Speed: 32 M.P.H.  
 Pace Speed: 29 - 38 M.P.H.  
 95th Percentile / Critical Speed: 35 M.P.H.

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 1178  
 Corone, CA 92880  
 T 951-266-6268 F 951-268-6267





Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed		Tot. Veh.	
Speed	Mph	Northbound	Southbound		
05	0			0	
06	0			0	
07	0			0	
08	0			0	
09	0			0	
10	0			0	
11	0			0	
12	0			0	
13	0			0	
14	0			0	
15	0			0	
16	0			0	
17	0			0	
18	0			0	
19	0			0	
20	0			0	
21	0			0	
22	0			0	
23	0			0	
24	0			0	
25	0			0	
26	0			0	
27	0			0	
28	1			0	
29	1			0	
30	1			0	
31	3			0	
32	6			0	
33	2			0	
34	4			0	
35	8			0	
36	2			0	
37	6			0	
38	3			0	
39	2			0	
40	7			0	
41	2			0	
42	1			0	
43	0			0	
44	0			0	
45	1			0	
46	0			0	
47	0			0	
48	0			0	
49	0			0	
50	0			0	
51	0			0	
52	0			0	
53	0			0	
54	0			0	
55	0			0	
56	0			0	
57	0			0	
58	0			0	
59	0			0	
60	0			0	
61	0			0	
62	0			0	
63	0			0	
64	0			0	
65	0			0	
<b>GRAND TOTALS</b>					
				100	

Location: Amador Avenue  
 Between: Joshua Drive - Golden Bee Drive  
 Weather: Sunny  
 Date: 2/12/14  
 Time From: 9:50  
 Time To: 11:00  
 Existing Speed Limit: 35 M.P.H.

% Over Pace: 5%  
 % In Pace: 85%  
 % Under Pace: 10%  
 Average Speed: 34 M.P.H.  
 Pace Speed: 32 - 41 M.P.H.

15th Percentile / Critical Speed: 28 MPH  
 50th Percentile / Critical Speed: 32 MPH  
 85th Percentile / Critical Speed: 36 MPH

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-8268 F 951-268-6267



Town of Yucca Valley  
Radar Speed Survey

Speed (MPH)		MPH		Vehicles Surveyed		Tot.	
MPH	5/16	MPH	5/16	Northbound	Southbound	VEH.	TRAIL
56	0	0	0			0	0
54	0	0	0			0	0
53	0	0	0			0	0
52	0	0	0			0	0
51	0	0	0			0	0
50	0	0	0			0	0
49	0	0	0			0	0
48	0	0	0			0	0
47	0	0	0			0	0
46	0	0	0			0	0
45	0	0	0			0	0
44	0	0	0			0	0
43	0	0	0			0	0
42	0	0	0			0	0
41	0	0	0			0	0
40	0	0	0			0	0
39	0	0	0			0	0
38	0	0	0			0	0
37	0	0	0			0	0
36	0	0	0			0	0
35	2	1	1			3	3
34	3	1	1			4	4
33	3	1	1			4	4
32	5	4	4			9	9
31	7	4	4			11	11
30	4	8	8			10	10
29	0	3	3			9	9
28	8	3	3			11	11
27	5	8	8			13	13
26	3	0	0			12	12
25	3	4	4			7	7
24	0	4	4			4	4
23	0	1	1			1	1
22	0	1	1			1	1
21	0	0	0			0	0
20	1	0	0			1	1
19	0	0	0			0	0
18	0	0	0			0	0
17	0	0	0			0	0
16	0	0	0			0	0
15	0	0	0			0	0
				GRAND TOTALS		100	100

Location: Balsa Avenue

Between: State Route 62 - Hanford Avenue

Weather: Sunny

Date: 2/12/14

Time From: 12:15  
Time To: 1:30

Existing Speed Limit: 35 M.P.H.

% Over Pace: 3%

% In Pace: 90%

% Under Pace: 7%

Average Speed: 25 M.P.H.

Pace Speed: 25 - 34 M.P.H.

15th Percentile / Critical Speed: 25 MPH

50th Percentile / Critical Speed: 26 MPH

85th Percentile / Critical Speed: 33 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92880

T 951-266-6268 F 951-266-6267

Town of Yucca Valley  
Radar Speed Survey

Speed MPH	Dir	WB	Vehicles Surveyed		Tot. Vmt.
			Eastbound	Westbound	
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	0			0
59	0	0			0
58	0	0			0
57	0	0			0
56	0	0			0
55	0	0			0
54	0	0			0
53	0	0			0
52	0	0			0
51	0	0			0
50	0	0			0
49	0	0			0
48	0	0			0
47	1	1			2
46	0	0			0
45	2	1			3
44	1	0			1
43	2	0			2
42	4	1			5
41	3	1			4
40	3	1			4
39	1	2			3
38	4	2			6
37	3	4			7
36	3	1			4
35	5	5			10
34	7	0			7
33	3	4			7
32	2	0			2
31	2	1			3
30	0	3			3
29	1	1			2
28	1	3			4
27	1	1			2
26	1	2			3
25	0	0			0
24	0	0			0
23	0	1			1
22	0	0			0
21	0	0			0
20	0	0			0
19	0	0			0
18	0	0			0
17	0	0			0
16	0	0			0
15	0	0			0
<b>GRAND TOTALS</b>					<b>100</b>

Location:	Barron Drive
Between:	Yucca Mesa - Indio Avonuo
Weather:	Sunny
Date:	3/11/13
Time From:	1:30
Time To:	3:30
Existing Speed Limit:	40 M.P.H.

% Over Pace:	13%
% In Pace:	69%
% Under Pace:	18%
Average Speed:	35 M.P.H.
Pace Speed:	32 - 41 M.P.H.
85th Percentile / Critical Speed:	40 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6267



Counts Unlimited, Inc.  
 P.O. Box 1178  
 Corona, CA 92878  
 (951) 288-6268

Town of Yucca Valley  
 Grand Avenue  
 8/ Mountain View Trail - Joshua Drive  
 24 Hour Directional Speed Survey  
 Northbound

YCVGRMVJO  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Date	Time	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	Total
3/20/2013	12:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	*01:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	02:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	06:00 AM	0	0	3	1	1	0	0	0	0	0	0	0	0	5
3/20/2013	07:00 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	2
3/20/2013	08:00 AM	0	1	0	3	0	0	0	0	0	0	0	0	0	4
3/20/2013	09:00 AM	0	1	1	1	1	0	0	0	0	0	0	0	0	4
3/20/2013	10:00 AM	1	0	2	2	0	0	0	0	0	0	0	0	0	4
3/20/2013	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	12:00 PM	0	2	4	1	0	0	0	0	0	0	0	0	0	7
3/20/2013	01:00 PM	1	1	1	1	1	0	0	0	0	0	0	0	0	4
3/20/2013	02:00 PM	0	0	1	3	0	1	0	0	0	0	0	0	0	5
3/20/2013	03:00 PM	1	0	0	3	1	0	0	0	0	0	0	0	0	5
3/20/2013	04:00 PM	0	1	1	2	3	0	0	0	0	0	0	0	0	7
3/20/2013	05:00 PM	0	1	0	0	2	0	0	0	0	0	0	0	0	3
3/20/2013	06:00 PM	0	1	1	2	1	0	0	0	0	0	0	0	0	5
3/20/2013	07:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	08:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	09:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	10:00 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	2
3/20/2013	11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total		4	8	17	23	10	1	0	0	0	0	0	0	0	63
Total		4	8	17	23	10	1	0	0	0	0	0	0	0	63

15th Percentile: 19 MPH  
 50th Percentile: 26 MPH  
 85th Percentile: 33 MPH  
 95th Percentile: 36 MPH

Mean Speed (Average): 25 MPH  
 10 MPH Pace Speed: 21-30 MPH  
 Number in Pace: 40  
 Percent in Pace: 63.50%  
 Number of Vehicles > 55 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.00%

Counts Unlimited, Inc.  
 P.O. Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Grand Avenue  
 E/ Mountain View Trail - Joshua Drive  
 24 Hour Directional Speed Survey  
 Southbound

YCVGRMVJO  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Date	Time	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	Total
3/20/2013	12:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	*01:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
3/20/2013	02:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	03:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	06:00 AM	0	0	0	3	0	0	0	0	0	0	0	0	0	3
3/20/2013	07:00 AM	0	1	0	1	0	1	0	0	0	0	0	0	0	3
3/20/2013	08:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	09:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	10:00 AM	0	1	1	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	11:00 AM	0	1	1	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	12:00 PM	0	1	1	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	01:00 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	02:00 PM	0	1	0	2	0	0	0	0	0	0	0	0	0	2
3/20/2013	03:00 PM	0	1	3	2	0	0	0	0	0	0	0	0	0	3
3/20/2013	04:00 PM	0	0	0	2	0	0	0	0	0	0	0	0	0	2
3/20/2013	05:00 PM	0	0	1	1	1	0	0	0	0	0	0	0	0	4
3/20/2013	06:00 PM	0	1	2	1	1	1	0	0	0	0	0	0	0	3
3/20/2013	07:00 PM	0	1	0	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	08:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	09:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	10:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total		0	9	11	22	5	2	0	0	0	0	0	0	0	49
Total		0	9	11	22	5	2	0	0	0	0	0	0	0	49

15th Percentile: 19 MPH  
 50th Percentile: 26 MPH  
 85th Percentile: 30 MPH  
 95th Percentile: 35 MPH

Mean Speed (Average): 26 MPH  
 10 MPH Pace Speed: 21-30 MPH  
 Number in Pace: 33  
 Percent in Pace: 67.30%  
 Number of Vehicles > 55 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.00%



Counts Unlimited, Inc.  
 P.O. Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Grand Avenue  
 B/ Mountain View Trail - Joshua Drive  
 24 Hour Directional Speed Survey  
 Northbound, Southbound

YCVGRMVJO  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Date	Time	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	Total
3/20/2013	12:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1
3/20/2013	*01:00 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	2
3/20/2013	02:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	2
3/20/2013	03:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	04:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3/20/2013	05:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3/20/2013	06:00 AM	0	0	0	3	4	1	0	0	0	0	0	0	0	8
3/20/2013	07:00 AM	0	1	1	1	1	1	0	0	0	0	0	0	0	5
3/20/2013	08:00 AM	0	2	0	3	3	0	0	0	0	0	0	0	0	5
3/20/2013	09:00 AM	0	1	2	1	1	0	0	0	0	0	0	0	0	5
3/20/2013	10:00 AM	1	1	3	3	0	0	0	0	0	0	0	0	0	5
3/20/2013	11:00 AM	0	1	1	1	0	0	0	0	0	0	0	0	0	3
3/20/2013	12:00 PM	0	3	5	2	0	0	0	0	0	0	0	0	0	10
3/20/2013	01:00 PM	1	1	2	0	0	0	0	0	0	0	0	0	0	6
3/20/2013	02:00 PM	0	1	1	1	5	0	1	0	0	0	0	0	0	8
3/20/2013	03:00 PM	1	1	3	5	1	0	0	0	0	0	0	0	0	11
3/20/2013	04:00 PM	0	1	1	4	5	0	0	0	0	0	0	0	0	11
3/20/2013	05:00 PM	0	1	1	1	3	0	0	0	0	0	0	0	0	6
3/20/2013	06:00 PM	0	2	3	3	2	1	0	0	0	0	0	0	0	11
3/20/2013	07:00 PM	0	1	0	2	0	0	0	0	0	0	0	0	0	3
3/20/2013	08:00 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	2
3/20/2013	09:00 PM	0	0	0	2	0	0	0	0	0	0	0	0	0	2
3/20/2013	10:00 PM	1	0	0	2	0	0	0	0	0	0	0	0	0	3
3/20/2013	11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>4</b>	<b>17</b>	<b>28</b>	<b>45</b>	<b>15</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>112</b>
<b>Total</b>		<b>4</b>	<b>17</b>	<b>28</b>	<b>45</b>	<b>15</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>112</b>

Statistics

Mean Speed (Average): 26 MPH  
 10 MPH Pace Speed: 21-30 MPH  
 Number in Pace: 73  
 Percent in Pace: 65.20%  
 Number of Vehicles > 55 MPH: 0  
 Percent of Vehicles > 55 MPH: 0.00%

15th Percentile: 19 MPH  
 50th Percentile: 26 MPH  
 85th Percentile: 31 MPH  
 95th Percentile: 34 MPH



Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed		tot. veh
Speed	NIB	SB	Northbound	Southbound
65	0	0		0
64	0	0		0
63	0	0		0
62	0	0		0
61	0	0		0
60	0	0		0
59	0	0		0
58	0	0		0
57	0	0		0
56	0	0		0
55	0	0		0
54	0	0		0
53	0	0		0
52	0	0		0
51	0	0		0
50	0	0		0
49	0	0		0
48	0	0		0
47	0	0		0
46	0	0		0
45	0	0		0
44	0	0		0
43	0	1	X	1
42	0	1	X	1
41	0	1	X	1
40	0	1	X	1
39	0	2	X	2
38	1	0	X	1
37	2	1	X	3
36	3	0	X	3
35	2	0	X	2
34	0	0		0
33	2	2	X	4
32	2	1	X	3
31	1	0	X	1
30	0	0		0
29	1	0		1
28	1	1	X	2
27	0	0		0
26	1	0		1
25	0	0		0
24	0	0		0
23	0	0		0
22	1	1	X	2
21	1	0		1
20	0	0		0
19	0	0		0
18	0	0		0
17	0	0		0
16	0	0		0
15	0	0		0
<b>GRAND TOTALS</b>				<b>30</b>

Location: Hopi Trail  
 Between: Santa Fe Avenue - Onaga Trail  
 Weather: Sunny  
 Date: 2/11/14  
 Time From: 12:00  
 Time To: 13:00  
 Existing Speed Limit: 35 M.P.H.

% Over Pace: 7%  
 % In Pace: 67%  
 % Under Pace: 27%  
 Average Speed: 34 M.P.H.  
 Pace Speed: 33 - 41 M.P.H.  
 15th Percentile / Critical Speed: 27 MPH  
 50th Percentile / Critical Speed: 33 MPH  
 85th Percentile / Critical Speed: 33 MPH

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-288-6289 F 951-288-6267



Town of Yucca Valley  
Radar Speed Survey

Speed M/B	S/B	Vehicles Surveyed		tot. veh.
		Northbound	Southbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	0			0
46	0			0
45	0			0
44	0			0
43	0			0
42	1			1
41	2			2
40	5			5
39	5			5
38	3			3
37	3			3
36	7			7
35	3			3
34	5			5
33	5			5
32	3			3
31	4			4
30	4			4
29	2			2
28	1			1
27	1			1
26	1			1
25	0			0
24	0			0
23	0			0
22	0			0
21	0			0
20	0			0
19	0			0
18	0			0
17	0			0
16	0			0
15	0			0
<b>GRAND TOTALS</b>				<b>100</b>

Location:	Joshua Lane
Between:	Pueblo Trail - Onaga Trail
Weather:	Sunny
Date:	2/12/14
Time From:	3:20
Time To:	4:00
Existing Speed Limit:	40 M. P. H.

% Over Pace:	4%
% In Pace:	81%
% Under Pace:	15%
Average Speed:	37 M.P.H.
Pace Speed:	33 - 42 M.P.H.
15th Percentile / Critical Speed:	32 MPH
50th Percentile / Critical Speed:	37 MPH
85th Percentile / Critical Speed:	40 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed		Dir		W/B		MPH	Vehicles Surveyed		TOT. VEH.
55	60	65	70	75	80		Eastbound	Westbound	
						65			0
						64			0
						63			0
						62			0
						61	X	X	2
						60	X	X	2
						59			0
						58			0
						57			0
						56	X	X	2
						55	X	X	2
						54	X	X	4
						53	X	X	4
						52	X	X	2
						51	X	X	2
						50	X	X	2
						49	X	X	2
						48	X	X	2
						47	X	X	2
						46	X	X	2
						45	X	X	2
						44	X	X	2
						43	X	X	2
						42	X	X	2
						41	X	X	2
						40	X	X	2
						39	X	X	2
						38	X	X	2
						37	X	X	2
						36	X	X	2
						35	X	X	2
						34	X	X	2
						33	X	X	2
						32	X	X	2
						31	X	X	2
						30	X	X	2
						29	X	X	2
						28	X	X	2
						27	X	X	2
						26	X	X	2
						25	X	X	2
						24	X	X	2
						23	X	X	2
						22	X	X	2
						21	X	X	2
						20	X	X	2
						19	X	X	2
						18	X	X	2
						17	X	X	2
						16	X	X	2
						15	X	X	2
							<b>GRAND TOTALS</b>		<b>100</b>

Location:	Joshua Lane
Between:	Joshua Drive - Warron Vista Avenue
Weather:	Sunny
Date:	2/11/14
Time From:	2:15
Time To:	2:45
Existing Speed Limit:	50 M.P.H.

% Over Pace:	15%
% In Pace:	76%
% Under Pace:	9%
Average Speed:	47 M.P.H.
Pace Speed:	42 - 51 M.P.H.
15th Percentile / Critical Speed:	42 MPH
50th Percentile / Critical Speed:	45 MPH
85th Percentile / Critical Speed:	51 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
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Town of Yucca Valley  
Radar Speed Survey

Speed E/B W/B	Vehicles Surveyed				TOT. vmt
	Eastbound	Westbound			
65					1
64					0
63					0
62					0
61					1
60					1
59					1
58					1
57					2
56					4
55					0
54					1
53					3
52					3
51					6
50					4
49					2
48					6
47					7
46					5
45					4
44					3
43					1
42					3
41					3
40					3
39					0
38					2
37					0
36					1
35					1
34					0
33					1
32					1
31					0
30					1
29					0
28					0
27					0
26					0
25					0
24					0
23					0
22					0
21					0
20					0
19					0
18					0
17					0
16					0
15					0
<b>GRAND TOTALS</b>					<b>72</b>

Location:	Joshua Lane
Between:	Warren Vista Avenue - San Andreas Road
Weather:	Sunny
Date:	2/11/14
Time From:	4:00
Time To:	5:00
Existing Speed Limit:	50 M.P.H.

% Over Pace:	17%
% In Pace:	60%
% Under Pace:	24%
Average Speed:	48 M.P.H.
Pace Speed:	44 - 53 M.P.H.
15th Percentile / Critical Speed:	40 MPH
50th Percentile / Critical Speed:	47 MPH
85th Percentile / Critical Speed:	52 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
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Corona, CA 92880  
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Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed																Tot. Veh.
Speed	WB	Eastbound								Westbound								
65	0																	0
64	0																	0
63	0																	0
62	1																	1
61	0																	0
60	0																	0
59	0																	0
58	0																	0
57	0																	0
56	1																	1
55	2																	2
54	2																	2
53	1																	1
52	1																	1
51	1																	1
50	1																	1
49	1																	1
48	1																	1
47	2																	2
46	1																	1
45	2																	2
44	2																	2
43	0																	0
42	2																	2
41	0																	0
40	1																	1
39	1																	1
38	1																	1
37	1																	1
36	2																	2
35	1																	1
34	0																	0
33	1																	1
32	0																	0
31	0																	0
30	0																	0
29	0																	0
28	0																	0
27	0																	0
26	0																	0
25	0																	0
24	0																	0
23	0																	0
22	0																	0
21	0																	0
20	0																	0
19	0																	0
18	0																	0
17	0																	0
16	0																	0
15	0																	0
<b>GRAND TOTALS</b>																	<b>80</b>	

Location: Joshua Lane  
 Between: San Andreas Road - San Marmio Drive  
 Weather: Sunny  
 Date: 2/11/14  
 Time From: 2:55  
 Time To: 4:00  
 Existing Speed Limit: 50 M.P.H.

% Over Pace: 11%  
 % In Pace: 80%  
 % Under Pace: 29%  
 Average Speed: 44 M.P.H.  
 Pace Speed: 42 - 51 M.P.H.  
 15th Percentile / Critical Speed: 36 MPH  
 50th Percentile / Critical Speed: 44 MPH  
 85th Percentile / Critical Speed: 49 MPH

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
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 Corona, CA 92880  
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Town of Yucca Valley  
Radar Speed Survey

Speed	E/W		WB	MPH	Vehicles Surveyed		Tot. VEH
	E	W			Eastbound	Westbound	
65	0	0	0	55			0
64	0	0	0	64			0
63	0	0	0	63			0
62	0	0	0	62			0
61	0	0	0	61			0
60	0	0	0	60			0
59	0	0	0	59			0
58	0	0	0	58			0
57	0	0	0	57			0
56	0	0	0	56			0
55	0	0	0	55			0
54	0	0	0	54			0
53	0	0	0	53			0
52	0	0	0	52			0
51	1	1	1	51	X	X	3
50	1	0	0	50	X		1
49	0	0	0	49			0
48	0	0	0	48			0
47	2	2	2	47	X	X	6
46	2	1	1	46	X	X	4
45	3	2	2	45	X	X	7
44	4	4	4	44	X	X	12
43	3	2	2	43	X	X	7
42	3	4	4	42	X	X	11
41	3	2	2	41	X	X	7
40	4	6	6	40	X	X	16
39	3	4	4	39	X	X	11
38	2	0	0	38	X		2
37	1	4	4	37	X	X	9
36	1	3	3	36	X	X	7
35	1	1	1	35	X	X	4
34	1	3	3	34	X	X	7
33	4	0	0	33	X		4
32	0	2	2	32	X	X	4
31	3	3	3	31	X	X	9
30	2	0	0	30	X		2
29	0	1	1	29	X		2
28	0	0	0	28			0
27	1	0	0	27	X		1
26	1	0	0	26	X		1
25	1	0	0	25	X		1
24	0	0	0	24			0
23	0	0	0	23			0
22	1	0	0	22	X		1
21	0	0	0	21			0
20	0	0	0	20			0
19	0	0	0	19			0
18	0	0	0	18			0
17	0	0	0	17			0
16	0	0	0	16			0
15	0	0	0	15			0
					GRAND TOTALS		100

Location: Joshua Drive

Between: Aroma Trail - Palm Avonue

Weather: Sunny

Date: 2/28/13

Time From: 12:50

Time To: 1:30

Existing Speed Limit: 45 M.P.H.

% Over Pace: 15%

% In Pace: 56%

% Under Pace: 27%

Average Speed: 30 M.P.H.

Pace Speed: 36 - 45 M.P.H.

95th Percentile / Critical Speed: 45 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
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Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicle Surveyed				tot. veh.
Speed	WB	WB	Eastbound	Westbound		
65	0	0				0
64	0	0				0
63	0	0				0
62	0	0				0
61	0	0				0
60	0	0				0
59	0	0				0
58	0	0				0
57	0	0				0
56	0	0				0
55	0	0				0
54	0	0				0
53	0	0				0
52	0	0				0
51	0	0				0
50	0	1	X			1
49	0	0				0
48	0	0				0
47	0	1	X			1
46	0	1	X			1
45	0	0				0
44	2	1	X	X		3
43	1	1	X	X		2
42	6	5	X	X	X	10
41	4	3	X	X	X	7
40	3	6	X	X	X	9
39	1	4	X	X	X	5
38	6	5	X	X	X	15
37	3	5	X	X	X	8
36	7	1	X	X	X	8
35	3	2	X	X	X	5
34	3	1	X	X	X	4
33	2	0	X	X	X	2
32	2	5	X	X	X	7
31	1	1	X	X	X	2
30	2	1	X	X	X	3
29	0	1	X			1
28	1	0	X			1
27	1	1	X			2
26	0	0				0
25	1	0	X			1
24	0	0				0
23	0	0				0
22	1	0	X			1
21	0	0				0
20	1	0	X			1
19	0	0				0
18	0	0				0
17	0	0				0
16	0	0				0
15	0	0				0
<b>GRAND TOTALS</b>						<b>100</b>

Location:	Joshua Drive
Between:	West of Joshua Court - Palomar Avenue
Weather:	Sunny
Date:	3/5/13
Time From:	2:30
Time To:	3:30
Existing Speed Limit:	40 M.P.H.

% Over Pace:	6%
% In Pace:	73%
% Under Pace:	21%
Average Speed:	37 M.P.H.
Pace Speed:	34 - 43 M.P.H.
85th Percentile / Critical Speed:	41 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
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Town of Yucca Valley  
Radar Speed Survey

Speed MPH	MPH		Vehicles Surveyed		Tot. Veh.
	N/B	S/B	Northbound	Southbound	
65	0	0			0
64	0	0			0
63	0	0			0
62	0	0			0
61	0	0			0
60	0	0			0
59	0	0			0
58	0	0			0
57	0	0			0
56	0	0			0
55	0	0			0
54	0	0			0
53	0	0			0
52	0	0			0
51	0	0			0
50	1	1	X	X	2
49	3	1	X	X	4
48	0	1			1
47	2	3	X	X	5
46	1	2	X	X	3
45	3	1	X	X	4
44	5	2	X	X	7
43	4	2	X	X	6
42	1	2	X	X	3
41	0	7	X	X	13
40	3	6	X	X	9
39	1	5	X	X	6
38	7	3	X	X	10
37	4	4	X	X	8
36	3	2	X	X	5
35	1	4	X	X	5
34	4	1	X	X	5
33	0	1	X	X	2
32	0	0			0
31	0	0			0
30	1	2	X	X	3
29	0	0			0
28	0	0			0
27	0	0			0
26	0	0			0
25	0	0			0
24	0	0			0
23	0	0			0
22	0	0			0
21	0	0			0
20	0	0			0
19	0	0			0
18	0	0			0
17	0	0			0
16	0	0			0
15	0	0			0
<b>GRAND TOTALS</b>					<b>100</b>

Location: Joshua Lane  
 Between: Onaga Trail - Joshua Drive  
 Weather: Sunny  
 Date: 2/28/13  
 Time From: 1:35  
 Time To: 2:35  
 Existing Speed Limit: 45 M.P.H.

% Over Pace: 19%  
 % In Pace: 72%  
 % Under Pace: 9%  
 Average Speed: 40 M.P.H.  
 Pace Speed: 35 - 44 M.P.H.  
 85th Percentile / Critical Speed: 45 M.P.H.

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6288 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

SPT		Vehicles Surveyed				TOT.		
Speed	N/B	S/B	Northbound	Southbound	veh.			
65	0	0			0			
64	0	0			0			
63	0	0			0			
62	0	0			0			
61	0	0			0			
60	0	0			0			
59	0	0			0			
58	0	0			0			
57	0	0			0			
56	0	0			0			
55	0	0			0			
54	0	0			0			
53	0	0			0			
52	0	0			0			
51	0	1			1			
50	0	0			0			
49	0	0			0			
48	0	0			0			
47	0	1			1			
46	0	1			1			
45	0	1			1			
44	1	2			3			
43	0	2			2			
42	0	4			4			
41	2	3			5			
40	7	0			10			
39	3	1			4			
38	1	3			4			
37	4	0			4			
36	5	4			9			
35	1	6			7			
34	0	2			2			
33	2	4			6			
32	3	1			4			
31	4	0			4			
30	2	2			4			
29	2	7			9			
28	3	0			3			
27	4	0			4			
26	4	0			4			
25	3	1			4			
24	3	0			3			
23	0	0			0			
22	0	0			0			
21	1	0			1			
20	0	1			1			
19	0	0			0			
18	0	0			0			
17	0	0			0			
16	0	0			0			
15	0	0			0			
					GRAND TOTALS		100	

Location:	Kickapoo Trail
Between:	State Route 62 - Onaga Trail
Weather:	Sunny
Date:	2/28/13
Time From:	9:00
Time To:	9:50
Existing Speed Limit:	40 M.P.H.

% Over Pace:	9%
% In Pace:	55%
% Under Pace:	36%
Average Speed:	35 M.P.H.
Pace Speed:	33 - 42 M.P.H.
55th Percentile / Critical Speed:	40 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
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Corona, CA 92860  
T 951-266-6266 F 951-266-6267

Town of Yucca Valley  
Radar Speed Survey

Speed	EB	WB	Vehicles Surveyed				Tot. veh.
			Eastbound	Westbound			
65	0	0				0	
64	0	0				0	
63	0	0				0	
62	0	0				0	
61	0	0				0	
60	0	0				0	
59	0	0				0	
58	0	0				0	
57	0	0				0	
56	0	1			X	1	
55	0	0				0	
54	0	1			X	1	
53	0	0				0	
52	0	0				0	
51	0	0				0	
50	0	1			X	1	
49	0	0				0	
48	1	0			X	1	
47	1	1			X	2	
46	0	1			X	1	
45	2	3			X X X	5	
44	5	1			X X X X X	6	
43	2	4			X X X X X	6	
42	0	4			X X X X X	4	
41	2	3			X X X X X	5	
40	4	4			X X X X X	8	
39	0	1			X	1	
38	5	6			X X X X X X	10	
37	2	6			X X X X X X	8	
36	4	5			X X X X X X	9	
35	1	2			X X	3	
34	4	2			X X X X X	6	
33	1	1			X X	2	
32	4	1			X X X X X	5	
31	1	0			X	1	
30	2	0			X X	2	
29	0	1			X	1	
28	0	0				0	
27	0	0				0	
26	2	1			X X	3	
25	1	0			X	1	
24	0	0				0	
23	0	0				0	
22	0	0				0	
21	0	0				0	
20	0	0				0	
19	0	0				0	
18	0	1			X	1	
17	0	0				0	
16	0	0				0	
15	0	0				0	
<b>GRAND TOTALS</b>						<b>100</b>	

Location: Onaga Trail  
 Between: Acoma Trail - Fox Trail  
 Weather: Sunny  
 Date: 2/11/14  
 Time From: 1:05  
 Time To: 1:35  
 Existing Speed Limit: 40 M.P.H.

% Over Pace: 7%  
 % In Pace: 88%  
 % Under Pace: 25%  
 Average Speed: 38 M.P.H.  
 Pace Speed: 35 - 45 M.P.H.  
 15th Percentile / Critical Speed: 32 MPH  
 50th Percentile / Critical Speed: 37 MPH  
 85th Percentile / Critical Speed: 42 MPH

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed: E/M / W/B		Vehicles Surveyed				Tot.	
mph		Eastbound	Westbound		VEH.		
65	0					0	
64	0					0	
63	0					0	
62	0					0	
61	0					0	
60	0					0	
59	0					0	
58	0					0	
57	0					0	
56	0					0	
55	0					0	
54	0					0	
53	0					0	
52	0					0	
51	1					1	
50	0					1	
49	0					0	
48	0					1	
47	1					1	
46	2					4	
45	1					4	
44	5					3	
43	3					8	
42	1					8	
41	2					4	
40	6					6	
39	3					10	
38	5					4	
37	2					9	
36	3					8	
35	1					5	
34	2					2	
33	4					6	
32	3					5	
31	2					5	
30	1					5	
29	0					1	
28	0					0	
27	0					0	
26	0					0	
25	1					1	
24	0					0	
23	0					0	
22	0					0	
21	0					0	
20	0					0	
19	0					0	
18	0					0	
17	0					0	
16	0					0	
15	0					0	
<b>GRAND TOTALS</b>						<b>100</b>	

Location:	Onaga Trail
Between:	Amador Avenue - Sage Avenue
Weather:	Sunny
Date:	2/11/14
Time From:	1:40
Time To:	1:55
Existing Speed Limit:	40 M.P.H.

% Over Pace:	8%
% In Pace:	67%
% Under Pace:	25%
Average Speed:	39 M.P.H.
Pace Speed:	36 - 45 M.P.H.

15th Percentile / Critical Speed:	32 MPH
50th Percentile / Critical Speed:	38 MPH
85th Percentile / Critical Speed:	42 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1176  
Corona, CA 92800  
T 951-268-6268 F 951-268-6267



Town of Yucca Valley  
Radar Speed Survey

Speed	Dir	Wt	Vehicles Surveyed		Tot. Veh.
			Eastbound	Westbound	
55	0	0			0
56	0	0			0
57	0	0			0
58	0	0			0
59	0	0			0
60	0	0			0
61	0	0			0
62	0	0			0
63	0	0			0
64	0	0			0
65	0	0			0
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73	0	0			0
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75	0	0			0
76	0	0			0
77	0	0			0
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91	0	0			0
92	0	0			0
93	0	0			0
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147	0	0			0
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149	0	0			0
150	0	0			0
151	0	0			0
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157	0	0			0
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159	0	0			0
160	0	0			0
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162	0	0			0
163	0	0			0
164	0	0			0
165	0	0			0
166	0	0			0
167	0	0			0
168	0	0			0
169	0	0			0
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180	0	0			0
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182	0	0			0
183	0	0			0
184	0	0			0
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199	0	0			0
200	0	0			0
201	0	0			0
202	0	0			0
203	0	0			0
204	0	0			0
205	0	0			0
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213	0	0			0
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217	0	0			0
218	0	0			0
219	0	0			0
220	0	0			0
221	0	0			0
222	0	0			0
223	0	0			0
224	0	0			0
225	0	0			0
226	0	0			0
227	0	0			0
228	0	0			0
229	0	0			0
230	0	0			0
231	0	0			0
232	0	0			0
233	0	0			0
234	0	0			0
235	0	0			0
236	0	0			0
237	0	0			0
238	0	0			0
239	0	0			0
240	0	0			0
241	0	0			0
242	0	0			0
243	0	0			0
244	0	0			0
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254	0	0			0
255	0	0			0
256	0	0			0
257	0	0			0
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259	0	0			0
260	0	0			0
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262	0	0			0
263	0	0			0
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265	0	0			0
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267	0	0			0
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272	0	0			0
273	0	0			0
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275	0	0			0
276	0	0			0
277	0	0			0
278	0	0			0
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287	0	0			0
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290	0	0			0
291	0	0			0
292	0	0			0
293	0	0			0
294	0	0			0
295	0	0			0
296	0	0			0
297	0	0			0
298	0	0			0
299	0	0			0
300	0	0			0
301	0	0			0
302	0	0			0
303	0	0			0
304	0	0			0
305	0	0			0
306	0	0			0
307	0	0			0
308	0	0			0
309	0	0			0
310	0	0			0
311	0	0			0
312	0	0			0
313	0	0			0
314	0	0			0
315	0	0			0
316	0	0			0
317	0	0			0
318	0	0			0
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331	0	0			0
332	0	0			0
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336	0	0			0
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343	0	0			0
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346	0	0			0
347	0	0			0
348	0	0			0
349	0	0			0
350	0	0			0
351	0	0			0
352	0	0			0
353	0	0			0
354	0	0			0
355	0	0			0
356	0	0			0
357	0	0			0
358	0	0			0
359	0	0			0
360	0	0			0
361	0	0			0
362	0	0			0
363	0	0			0
364	0	0			0
365	0	0			0
366	0	0			0
367	0	0			0
368	0	0			0

Town of Yucca Valley  
Radar Speed Survey

Speed MPH	E/B W/B	Vehicles Surveyed		Tot Veh.
		Eastbound	Westbound	
65	0			0
64	0			0
63	0			0
62	0			0
61	0			0
60	0			0
59	0			0
58	0			0
57	0			0
56	0			0
55	0			0
54	0			0
53	0			0
52	0			0
51	0			0
50	0			0
49	0			0
48	0			0
47	1			1
46	0			0
45	0			0
44	2			2
43	3			3
42	7			7
41	5			5
40	10			10
39	11			11
38	7			7
37	4			4
36	1			1
35	1			1
34	0			0
33	0			0
32	0			0
31	0			0
30	0			0
29	0			0
28	0			0
27	0			0
26	0			0
25	0			0
24	0			0
23	0			0
22	0			0
21	0			0
20	0			0
19	0			0
18	0			0
17	0			0
16	0			0
15	0			0
		<b>GRAND TOTALS</b>		<b>100</b>

Location: Onaga Trail  
 Between: Alaba Avenue - Palomar Avenue  
 Weather: Sunny  
 Date: 2/12/14  
 Time From: 9:50  
 Time To: 11:15  
 Existing Speed Limit: 45 M.P.H.

% Over Pace: 3%  
 % In Pace: 95%  
 % Under Pace: 2%  
 Average Speed: 40 M.P.H.  
 Pace Speed: 35 - 44 M.P.H.  
 15th Percentile / Critical Speed: 37 MPH  
 50th Percentile / Critical Speed: 39 MPH  
 85th Percentile / Critical Speed: 41 MPH

Radar Survey Conducted By:  
**Counis Unlimited, Inc.**  
 PO Box 1178  
 Corona, CA 92680  
 T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Mph		Vehicles Surveyed				Tot. VEH.
Speed	E/B	W/B	Eastbound	Westbound		
05	0	0			0	
06	0	0			0	
07	0	0			0	
08	0	0			0	
09	0	0			0	
10	0	0			0	
11	0	0			0	
12	0	0			0	
13	0	0			0	
14	0	0			0	
15	0	0			0	
16	0	0			0	
17	0	0			0	
18	0	0			0	
19	0	0			0	
20	0	0			0	
21	0	0			0	
22	0	0			0	
23	0	0			0	
24	0	0			0	
25	0	0			0	
26	0	0			0	
27	0	0			0	
28	0	0			0	
29	0	0			0	
30	0	0			0	
31	0	0			0	
32	0	0			0	
33	0	0			0	
34	0	0			0	
35	0	0			0	
36	0	0			0	
37	0	0			0	
38	0	0			0	
39	0	0			0	
40	0	0			0	
41	0	0			0	
42	0	0			0	
43	0	0			0	
44	0	0			0	
45	0	0			0	
46	0	0			0	
47	0	0			0	
48	0	0			0	
49	0	0			0	
50	0	0			0	
51	0	0			0	
52	0	0			0	
53	0	0			0	
54	0	0			0	
55	0	0			0	
56	0	0			0	
57	0	0			0	
58	0	0			0	
59	0	0			0	
60	0	0			0	
61	0	0			0	
62	0	0			0	
63	0	0			0	
64	0	0			0	
65	0	0			0	
<b>GRAND TOTALS</b>						
					100	

Location: Onaga Trail

Between: Kickapoo Trail - Fox Trail

Weather: Sunny

Date: 2/28/13

Time From: 9:35

Time To: 11:55

Existing Speed Limit: 40 M.P.H.

% Over Pace: 31%

% In Pace: 61%

% Under Pace: 8%

Average Speed: 32 M.P.H.

Pace Speed: 25 - 34 M.P.H.

85th Percentile / Critical Speed: 37 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880

T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed										Tot. Veh.
		Eastbound					Westbound					
65	0	0	0	0	0	0	0	0	0	0	0	0
64	0	0	0	0	0	0	0	0	0	0	0	0
63	0	0	0	0	0	0	0	0	0	0	0	0
62	0	0	0	0	0	0	0	0	0	0	0	0
61	0	0	0	0	0	0	0	0	0	0	0	0
60	0	0	0	0	0	0	0	0	0	0	0	0
59	0	0	0	0	0	0	0	0	0	0	0	0
58	0	0	0	0	0	0	0	0	0	0	0	0
57	0	0	0	0	0	0	0	0	0	0	0	0
56	0	0	0	0	0	0	0	0	0	0	0	0
55	0	0	0	0	0	0	0	0	0	0	0	0
54	0	0	0	0	0	0	0	0	0	0	0	0
53	0	0	0	0	0	0	0	0	0	0	0	0
52	0	0	0	0	0	0	0	0	0	0	0	0
51	0	0	0	0	0	0	0	0	0	0	0	0
50	0	0	0	0	0	0	0	0	0	0	0	0
49	4	1	4	9	X	X	X	X	X	X	X	5
48	0	1	4	6	X	X	X	X	X	X	X	1
47	1	0	4	7	X	X	X	X	X	X	X	1
46	0	1	4	6	X	X	X	X	X	X	X	1
45	1	3	4	5	X	X	X	X	X	X	X	4
44	3	3	4	4	X	X	X	X	X	X	X	6
43	4	4	4	3	X	X	X	X	X	X	X	8
42	2	0	4	2	X	X	X	X	X	X	X	8
41	2	4	4	1	X	X	X	X	X	X	X	6
40	1	2	4	0	X	X	X	X	X	X	X	3
39	7	5	3	9	X	X	X	X	X	X	X	11
38	3	3	3	3	X	X	X	X	X	X	X	6
37	2	5	3	7	X	X	X	X	X	X	X	7
36	5	1	3	6	X	X	X	X	X	X	X	6
35	4	1	3	5	X	X	X	X	X	X	X	5
34	5	3	3	4	X	X	X	X	X	X	X	8
33	1	4	3	3	X	X	X	X	X	X	X	5
32	0	1	3	2	X	X	X	X	X	X	X	1
31	0	0	3	1	X	X	X	X	X	X	X	0
30	3	1	3	0	X	X	X	X	X	X	X	4
29	1	1	2	9	X	X	X	X	X	X	X	2
28	0	0	2	8	X	X	X	X	X	X	X	0
27	0	0	2	7	X	X	X	X	X	X	X	0
26	0	0	2	6	X	X	X	X	X	X	X	0
25	1	0	2	5	X	X	X	X	X	X	X	1
24	0	1	2	4	X	X	X	X	X	X	X	1
23	0	0	2	3	X	X	X	X	X	X	X	0
22	0	0	2	2	X	X	X	X	X	X	X	0
21	0	0	2	1	X	X	X	X	X	X	X	0
20	0	0	2	0	X	X	X	X	X	X	X	0
19	0	0	1	9	X	X	X	X	X	X	X	0
18	0	0	1	8	X	X	X	X	X	X	X	0
17	0	0	1	7	X	X	X	X	X	X	X	0
16	0	0	1	6	X	X	X	X	X	X	X	0
15	0	0	1	5	X	X	X	X	X	X	X	0
<b>GRAND TOTALS</b>												100

Location:	Onaga Trail
Between:	Amador Avenue - Acoma Trail
Weather:	Sunny
Date:	2/28/13
Time From:	11:55
Time To:	1:55
Existing Speed Limit:	40 M.P.H.

% Over Pace:	18%
% In Pace:	68%
% Under Pace:	14%
Average Speed:	39 M.P.H.
Pace Speed:	34 - 43 M.P.H.
95th Percentile / Critical Speed:	43 M.P.H.

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed		MPH		Vehicles Surveyed												tot. VEH.	
EB	WB	MPH		Eastbound						Westbound							
63	0	0	66														0
64	0	0	64														0
63	0	0	63														0
62	0	0	62														0
61	0	0	61														0
60	0	0	60														0
59	0	0	59														0
58	0	0	58														0
57	0	0	57														0
56	0	0	56														0
55	0	0	55														0
54	0	0	54														0
53	0	0	53														0
52	0	0	52														0
51	1	0	51														1
50	0	1	50														1
49	0	0	49														0
48	5	3	48														0
47	1	5	47														7
46	3	2	46														6
45	0	2	45														5
44	0	5	44														7
43	3	5	43														11
42	6	4	42														8
41	4	5	41														9
40	7	5	40														0
39	6	2	39														12
38	0	1	38														7
37	3	1	37														1
36	1	1	36														4
35	0	1	35														2
34	1	2	34														1
33	0	1	33														3
32	0	1	32														1
31	0	0	31														0
30	0	1	30														1
29	0	0	29														0
28	0	0	28														0
27	0	0	27														0
26	0	0	26														0
25	0	0	25														0
24	0	0	24														0
23	0	0	23														0
22	0	0	22														0
21	0	0	21														0
20	0	0	20														0
19	0	0	19														0
18	0	0	18														0
17	0	0	17														0
16	0	0	16														0
15	0	0	15														0
				GRAND TOTALS												100	

Location:	Onapa Trail
Between:	Joshua Lano - Warren Vista Avenue
Weather:	Sunny
Date:	2/28/13
Time From:	1:55
Time To:	2:35
Existing Speed Limit:	45 M.P.H.

% Over Pace:	5%
% In Pace:	81%
% Under Pace:	14%
Average Speed:	42 M.P.H.
Pace Speed:	39 - 48 M.P.H.
85th Percentile / Critical Speed:	46 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
Radar Speed Survey

Speed	E/B		W/B	M.P.H.	Vehicles Surveyed		tot. veh.
	Eastbound	Westbound					
65	0	0	0	65			0
64	0	0	0	64			0
63	0	0	0	63			0
62	0	0	0	62			0
61	0	0	0	61			0
60	0	0	0	60			0
59	0	0	0	59			0
58	0	0	0	58			0
57	0	0	0	57			0
56	0	0	0	56			0
55	0	0	0	55			0
54	0	0	0	54			0
53	1	0	0	53	X		1
52	0	1	0	52		X	1
51	0	1	0	51	X		1
50	3	0	0	50	X X X		3
49	0	1	0	49		X	1
48	2	3	0	48	X X	X X	5
47	4	3	0	47	X X X	X X	7
46	2	3	0	46	X X	X X	5
45	0	0	0	45	X X	X X	4
44	4	2	0	44	X X X	X X	6
43	2	5	0	43	X X	X X	7
42	3	4	0	42	X X X	X X	7
41	4	1	0	41	X X X	X X	5
40	5	10	0	40	X X X X X	X X X	15
39	4	3	0	39	X X X	X X	7
38	2	2	0	38	X X	X X	4
37	1	2	0	37	X X	X X	3
36	4	2	0	36	X X	X X	6
35	0	0	0	35			0
34	1	6	0	34	X		1
33	0	1	0	33		X	1
32	2	0	0	32	X X		2
31	0	0	0	31			0
30	0	0	0	30			0
29	0	0	0	29			0
28	0	0	0	28			0
27	0	0	0	27			0
26	0	0	0	26			0
25	0	0	0	25			0
24	0	0	0	24			0
23	0	0	0	23			0
22	0	0	0	22			0
21	0	0	0	21			0
20	0	0	0	20			0
19	0	0	0	19			0
18	0	0	0	18			0
17	0	0	0	17			0
16	0	0	0	16			0
15	0	0	0	15			0
					<b>GRAND TOTALS</b>		<b>100</b>

Location:	Onaga Trail
Between:	Warren Vista Avenue - Alaba Avenue
Weather:	Sunny
Date:	2/28/13
Time From:	2:35
Time To:	3:15
Existing Speed Limit:	45 M.P.H.

% Over Pace:	7%
% In Pace:	75%
% Under Pace:	17%
Average Speed:	42 M.P.H.
Pace Speed:	39 - 48 M.P.H.
85th Percentile / Critical Speed:	46 M.P.H.

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6287

Town of Yucca Valley  
Radar Speed Survey

Speed		M.P.H.		Vehicles Surveyed		M.P.H.	
N/B	S/B	N/B	S/B	Northbound	Southbound	Northbound	Southbound
65	0	0	1		X		1
64	0	0	0				0
63	0	0	0				0
62	0	0	0				0
61	0	0	0				0
60	0	0	0				0
59	0	0	1		X		1
58	1	2	58		X		3
57	1	3	57		X		4
56	0	2	56		X		2
55	1	1	55		X		2
54	2	6	54		X		8
53	3	5	53		X		8
52	1	6	52		X		7
51	0	4	51		X		12
50	4	0	50		X		12
49	0	5	49		X		14
48	1	0	48		X		1
47	4	2	47		X		6
46	0	0	46		X		5
45	2	3	45		X		5
44	5	0	44		X		5
43	0	0	43		X		0
42	2	0	42		X		2
41	0	0	41		X		0
40	0	0	40		X		0
39	0	0	39		X		0
38	0	0	38		X		0
37	0	0	37		X		0
36	0	1	36		X		1
35	0	0	35		X		0
34	0	0	34		X		0
33	0	0	33		X		0
32	0	0	32		X		0
31	0	0	31		X		0
30	0	0	30		X		0
29	0	0	29		X		0
28	0	0	28		X		0
27	0	0	27		X		0
26	0	0	26		X		0
25	0	0	25		X		0
24	0	0	24		X		0
23	0	0	23		X		0
22	0	0	22		X		0
21	0	0	21		X		0
20	0	0	20		X		0
19	0	0	19		X		0
18	0	0	18		X		0
17	0	0	17		X		0
16	0	0	16		X		0
15	0	0	15		X		0
				GRAND TOTALS		100	

Location: Palomar Avenue  
 Between: Yucca Trail - Joshua Drive  
 Weather: Sunny  
 Date: 2/13/14  
 Time From: 11:15  
 Time To: 11:45  
 Existing Speed Limit: 50 M.P.H.

% Over Pace: \_\_\_\_\_ 13%  
 % In Pace: \_\_\_\_\_ 79%  
 % Under Pace: \_\_\_\_\_ 8%  
 Average Speed: \_\_\_\_\_ 50 M.P.H.  
 Pace Speed: \_\_\_\_\_ 45 - 54 M.P.H.

15th Percentile / Critical Speed: \_\_\_\_\_ 45 MPH  
 50th Percentile / Critical Speed: \_\_\_\_\_ 48 MPH  
 85th Percentile / Critical Speed: \_\_\_\_\_ 52 MPH

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-288-6287

Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed				Tot. Veh.	
Speed	High	Low	Northbound	Southbound	Northbound	Southbound	Tot. Veh.
60	0	0					0
64	0	0					0
63	0	0					0
62	0	0					0
61	0	0					0
60	0	0					0
59	0	0					0
58	0	0					0
57	0	0					0
56	0	0					0
55	0	0					0
54	0	0					0
53	1	1	X	X	2	2	2
52	0	1	X	X	2	2	2
51	1	2	X	X	3	3	3
50	5	7	X	X	12	12	12
49	1	4	X	X	5	5	5
48	4	0	X	X	4	4	4
47	4	6	X	X	10	10	10
46	5	6	X	X	11	11	11
45	2	7	X	X	9	9	9
44	5	3	X	X	8	8	8
43	3	2	X	X	6	6	6
42	7	2	X	X	4	4	4
41	4	0	X	X	4	4	4
40	1	1	X	X	2	2	2
39	5	0	X	X	5	5	5
38	0	0			0	0	0
37	4	0	X	X	4	4	4
36	0	0			0	0	0
35	1	0	X		1	1	1
34	0	0			0	0	0
33	1	0	X		1	1	1
32	0	0			0	0	0
31	0	0			0	0	0
30	0	0			0	0	0
29	0	0			0	0	0
28	0	0			0	0	0
27	0	0			0	0	0
26	0	0			0	0	0
25	0	0			0	0	0
24	0	0			0	0	0
23	0	0			0	0	0
22	0	0			0	0	0
21	0	0			0	0	0
20	0	0			0	0	0
19	0	0			0	0	0
18	0	0			0	0	0
17	0	0			0	0	0
16	0	0			0	0	0
15	0	0			0	0	0
<b>GRAND TOTALS</b>							<b>100</b>

Location:	Palomar Avenue
Between:	Joshua Drive - Joshua Lane
Weather:	Sunny
Date:	2/13/14
Time From:	11:45
Time To:	12:45
Existing Speed Limit:	50 M.P.H.

% Over Pace:	6%
% In Pace:	81%
% Under Pace:	13%
Average Speed:	45 M.P.H.
Pace Speed:	41 - 50 M.P.H.
15th Percentile / Critical Speed:	40 MPH
50th Percentile / Critical Speed:	45 MPH
85th Percentile / Critical Speed:	49 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6267



Town of Yucca Valley  
Radar Speed Survey

Speed	E/B		W/B		MPH	Vehicles Surveyed		Tot. Veh.
	Eastbound	Westbound	Eastbound	Westbound				
65	0	0	0	0	65			0
64	0	0	0	0	64			0
63	0	0	0	0	63			0
62	0	0	0	0	62			0
61	0	0	0	0	61			0
60	0	0	0	0	60			0
59	0	0	0	0	59			0
58	0	0	0	0	58			0
57	0	0	0	0	57			0
56	0	0	0	0	56			0
55	0	0	0	0	55			0
54	0	0	0	0	54			0
53	0	0	0	0	53			0
52	1	0	0	0	52	X		1
51	1	0	0	0	51	X		1
50	1	2	0	0	50	X	X	3
49	0	0	0	0	49			0
48	2	2	0	0	48	X	X	4
47	3	1	0	0	47	X	X	4
46	2	1	0	0	46	X	X	3
45	3	1	0	0	45	X	X	5
44	3	1	0	0	44	X	X	4
43	2	2	0	0	43	X	X	4
42	3	7	0	0	42	X	X	10
41	4	7	0	0	41	X	X	11
40	3	2	0	0	40	X	X	5
39	5	3	0	0	39	X	X	8
38	3	4	0	0	38	X	X	7
37	0	1	0	0	37	X	X	10
36	3	6	0	0	36	X	X	9
35	2	1	0	0	35	X	X	3
34	1	1	0	0	34	X		2
33	0	1	0	0	33	X		1
32	0	2	0	0	32	X		2
31	0	1	0	0	31	X		1
30	0	0	0	0	30			0
29	1	0	0	0	29	X		1
28	0	1	0	0	28			0
27	0	0	0	0	27			0
26	0	0	0	0	26			0
25	0	0	0	0	25			0
24	0	0	0	0	24			0
23	0	0	0	0	23			0
22	0	0	0	0	22			0
21	0	0	0	0	21			0
20	0	0	0	0	20			0
19	0	0	0	0	19			0
18	0	0	0	0	18			0
17	0	0	0	0	17			0
16	0	0	0	0	16			0
15	0	0	0	0	15			0
						<b>GRAND TOTALS</b>		<b>100</b>

Location: Paxton Road  
 Between: State Route 247 - Avalon Avenue  
 Weather: Sunny  
 Date: 3/11/13  
 Time From: 12:25  
 Time To: 1:05  
 Existing Speed Limit: 40 M.P.H.

% Over Pace: 16%  
 % In Pace: 73%  
 % Under Pace: 11%  
 Average Speed: 40 M.P.H.  
 Pace Speed: 36 - 45 M.P.H.  
 85th Percentile / Critical Speed: 45 M.P.H.

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1176  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-5267

Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed				TOT. VEH.
Speed	H/W	B/B	Northbound	Southbound		
65	0	0			0	
64	0	0			0	
63	0	0			0	
62	0	0			0	
61	0	0			0	
60	0	0			0	
59	1	0			1	
58	0	0			0	
57	0	0			0	
56	0	0			0	
55	0	1			1	
54	3	1			4	
53	1	1			2	
52	3	0			3	
51	1	7			8	
50	2	2			4	
49	3	1			4	
48	2	4			6	
47	2	6			8	
46	2	6			8	
45	3	1			4	
44	4	2			6	
43	7	4			11	
42	2	4			6	
41	4	3			7	
40	2	3			5	
39	3	2			5	
38	0	1			1	
37	2	2			4	
36	1	0			1	
35	1	3			4	
34	0	1			1	
33	0	0			0	
32	0	1			1	
31	0	0			0	
30	0	0			0	
29	0	0			0	
28	1	0			1	
27	0	0			0	
26	0	0			0	
25	0	0			0	
24	0	0			0	
23	0	0			0	
22	0	0			0	
21	0	0			0	
20	0	0			0	
19	0	0			0	
18	0	0			0	
17	0	0			0	
16	0	0			0	
15	0	0			0	
GRAND TOTALS					100	

Location: Pioneertown Road  
 Between: Yucca Trail - Buena Vista Drive  
 Weather: Sunny  
 Date: 2/11/14  
 Time From: 9:00  
 Time To: 9:45  
 Existing Speed Limit: 50 M. P. H.

% Over Pace: 22%  
 % In Pace: 65%  
 % Under Pace: 13%  
 Average Speed: 44 M.P.H.  
 Pace Speed: 39 - 48 M.P.H.  
 15th Percentile / Critical Speed: 38 MPH  
 50th Percentile / Critical Speed: 43 MPH  
 85th Percentile / Critical Speed: 49 MPH

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 1178  
 Corona, CA 92880  
 T 951-268-6268 F 951-268-6267

Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Pioneertown Road  
 B/ Buena Vista Avenue - North Town Limit  
 24 Hour Directional Speed Survey  
 Northbound

YCVPIBVTL  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Start Time	0	15	16	21	26	31	36	41	46	51	56	61	66	71	Total
	0	15	20	25	30	35	40	45	50	55	60	65	70	75	
03/20/13	0	15	16	21	26	31	36	41	46	51	56	61	66	71	
01:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	2	0	0	1	0	0	0	0	4
03:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	1	0	2	1	0	3	0	0	0	0	0	0	1
07:00	0	0	0	0	1	2	2	2	2	0	0	0	0	0	7
08:00	0	0	0	0	2	0	0	6	5	6	1	0	0	0	9
09:00	0	0	0	0	2	3	3	11	5	5	1	0	0	0	20
10:00	0	0	0	2	1	4	4	12	5	6	1	1	0	0	30
11:00	0	1	1	0	2	2	9	22	8	4	0	0	0	0	36
12:00	0	0	0	0	1	2	12	10	7	10	2	0	0	0	48
13:00	0	0	0	1	1	4	11	14	2	8	1	0	0	0	44
14:00	0	0	0	0	1	4	16	12	8	6	2	1	0	0	42
15:00	0	0	0	0	4	3	11	10	6	6	1	1	0	0	50
16:00	0	0	0	0	4	6	2	12	5	15	3	1	0	0	42
17:00	0	0	0	0	4	3	5	14	7	14	2	2	0	0	49
18:00	0	0	0	1	2	3	6	5	7	12	0	1	0	0	48
19:00	0	0	0	0	1	1	3	2	7	4	2	1	0	0	37
20:00	0	0	0	0	2	1	6	4	5	6	1	0	0	0	21
21:00	0	0	0	0	4	0	2	0	2	2	1	0	1	0	25
22:00	0	0	0	0	0	1	1	2	0	0	0	0	0	0	12
23:00	0	0	0	0	0	0	0	2	1	1	0	0	0	0	4
Total	1	2	2	4	31	41	96	143	82	107	19	8	1	1	536
Total	1	2	2	4	31	41	96	143	82	107	19	8	1	1	536

P.240

Statistics  
 Mean Speed(Average) : 44 MPH  
 10 MPH Pace Speed : 36-45 MPH  
 Number in Pace : 239  
 Percent in Pace : 44.6%  
 Number of Vehicles > 55 MPH : 29  
 Percent of Vehicles > 55 MPH : 5.4%

Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Pioneertown Road  
 B/ Buena Vista Avenue - North Town Limit  
 24 Hour Directional Speed Survey  
 Southbound

YCVPIBVTL  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Start Time	0	15	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	Total	
03/20/13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
01:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	3
05:00	0	0	0	0	0	0	0	1	0	1	1	4	0	2	0	2	0	0	0	0	0	0	0	0	0	0	8
06:00	0	0	0	0	0	0	0	0	0	3	3	9	0	3	3	5	0	3	3	0	0	0	0	0	0	0	23
07:00	0	0	0	0	0	0	0	0	0	4	4	11	0	2	2	6	0	0	0	0	0	0	0	0	0	0	23
08:00	0	0	1	1	1	1	1	0	0	5	5	11	0	6	6	8	0	0	0	0	0	0	0	0	0	0	33
09:00	0	0	0	0	2	0	0	1	1	5	5	15	0	7	7	4	0	3	3	0	0	0	0	0	0	0	37
10:00	0	0	0	0	0	0	0	6	6	9	9	7	0	7	7	8	0	0	0	0	0	0	0	0	0	0	37
11:00	0	0	0	1	1	1	1	2	2	10	10	24	0	2	2	3	0	0	0	0	0	0	0	0	0	0	43
12 PM	0	0	0	0	0	3	3	3	3	11	11	15	0	7	7	3	0	0	0	0	0	0	0	0	0	0	42
13:00	0	0	0	1	1	1	1	1	1	4	4	11	0	10	10	2	0	2	2	0	0	0	0	0	0	0	32
14:00	0	0	0	2	2	1	1	4	4	2	2	23	0	8	8	3	0	0	0	0	0	0	0	0	0	0	43
15:00	0	0	2	0	0	1	1	1	1	5	5	10	0	4	4	3	0	1	1	1	1	0	0	0	0	0	28
16:00	0	0	1	1	1	2	2	1	1	2	2	9	0	2	2	2	0	1	1	0	0	0	0	0	0	0	21
17:00	0	0	1	1	1	5	0	0	0	5	5	8	0	8	8	2	0	1	1	0	0	0	0	0	0	0	31
18:00	0	0	0	2	2	0	0	1	1	7	7	12	0	8	8	0	0	1	1	0	0	0	0	0	0	0	31
19:00	0	0	0	1	1	0	0	2	2	2	2	8	0	1	1	2	0	0	0	0	0	0	0	0	0	0	16
20:00	0	0	0	3	3	0	0	1	1	3	3	0	0	2	2	2	0	1	1	0	0	0	0	0	0	0	12
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	1	1	1	1	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
23:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	5	5	15	15	16	16	25	25	80	80	183	183	78	78	55	55	14	14	1	1	0	0	0	0	0	472

Statistics

- 15th Percentile : 36 MPH
- 50th Percentile : 43 MPH
- 85th Percentile : 50 MPH
- 95th Percentile : 55 MPH
- Mean Speed(Average) : 43 MPH
- 10 MPH Pace Speed : 36-45 MPH
- Number in Pace : 263
- Percent in Pace : 55.7%
- Number of Vehicles > 55 MPH : 15
- Percent of Vehicles > 55 MPH : 3.2%

Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92878  
 (951) 268-6268

Town of Yucca Valley  
 Pioneertown Road  
 B/ Buena Vista Avenue - North Town Limit  
 24 Hour Directional Speed Survey  
 Northbound, Southbound

YCVPIBVTL  
 Site Code: 018-13065  
 Date Start: 20-Mar-13  
 Date End: 20-Mar-13

Start Time	15	16	21	25	26	31	35	36	40	41	45	46	50	51	55	56	61	65	66	70	71	75	Total
03/20/13	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	1	0	0	0	0	0	0	2	0	1	0	0	0	1	1	0	0	0	0	0	0	0	5
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	2
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	3
05:00	0	0	0	0	0	2	0	1	4	0	0	0	0	2	2	0	0	0	0	0	0	0	9
06:00	0	1	0	0	2	1	1	3	12	12	3	3	0	5	5	3	0	0	0	0	0	0	30
07:00	0	0	0	0	1	2	0	6	13	13	4	4	0	6	6	0	0	0	0	0	0	0	32
08:00	0	1	1	1	3	0	0	5	17	17	11	11	1	14	14	1	0	0	0	0	0	0	53
09:00	0	0	2	2	2	4	0	8	26	26	12	12	4	9	9	4	0	0	0	0	0	0	67
10:00	0	0	2	2	1	10	0	13	19	19	12	12	1	14	14	1	1	0	0	0	0	0	73
11:00	0	1	1	1	3	4	0	19	46	46	10	10	0	7	7	0	0	0	0	0	0	0	91
12 PM	0	0	0	0	4	5	0	23	25	25	14	14	0	13	13	2	0	0	0	0	0	0	86
13:00	0	0	2	2	2	5	0	15	25	25	12	12	0	10	10	3	0	0	0	0	0	0	74
14:00	0	0	2	2	2	8	0	18	35	35	18	18	0	9	9	2	1	0	0	0	0	0	93
15:00	0	2	0	0	5	4	0	16	20	20	10	10	0	9	9	2	2	0	0	0	0	0	70
16:00	0	1	1	1	6	7	0	21	4	4	7	7	0	17	17	4	1	1	0	0	1	1	70
17:00	0	1	1	1	6	3	0	10	22	22	15	15	0	16	16	3	2	2	0	0	0	0	79
18:00	0	0	3	3	2	4	0	13	17	17	15	15	0	12	12	1	1	1	0	0	0	0	68
19:00	0	0	1	1	1	3	0	5	10	10	8	8	0	6	6	2	1	1	0	0	0	0	37
20:00	0	0	3	3	2	2	0	9	4	4	7	7	0	8	8	2	0	0	0	0	0	0	37
21:00	0	0	0	0	4	0	0	2	0	0	0	0	2	2	2	1	0	0	1	0	0	0	12
22:00	0	0	0	0	1	2	0	2	5	5	0	0	0	0	0	0	0	0	0	0	0	0	10
23:00	0	0	0	0	0	0	0	0	3	3	1	1	0	1	1	0	0	0	0	0	0	0	5
Total	1	7	19	19	47	66	66	176	326	326	160	160	162	162	162	33	9	9	1	1	1	1	1008
Total	1	7	19	19	47	66	66	176	326	326	160	160	162	162	162	33	9	9	1	1	1	1	1008

Statistics  
 Mean Speed(Average) : 43 MPH  
 10 MPH Pace Speed : 36-45 MPH  
 Number In Pace : 502  
 Percent in Pace : 49.8%  
 Number of Vehicles > 55 MPH : 44  
 Percent of Vehicles > 55 MPH : 4.4%

Town of Yucca Valley  
Radar Speed Survey

SPM		Vehicles Surveyed		M.P.H.	
Speed	Count	Eastbound	Westbound	10%	Sec
54	0			0	0
55	0			0	0
56	0			0	0
57	0			0	0
58	0			0	0
59	0			0	0
60	0			0	0
61	0			0	0
62	0			0	0
63	0			0	0
64	0			0	0
65	0			0	0
66	0			0	0
67	0			0	0
68	0			0	0
69	0			0	0
70	0			0	0
71	0			0	0
72	0			0	0
73	0			0	0
74	0			0	0
75	0			0	0
76	0			0	0
77	0			0	0
78	0			0	0
79	0			0	0
80	0			0	0
81	0			0	0
82	0			0	0
83	0			0	0
84	0			0	0
85	0			0	0
86	0			0	0
87	0			0	0
88	0			0	0
89	0			0	0
90	0			0	0
91	0			0	0
92	0			0	0
93	0			0	0
94	0			0	0
95	0			0	0
96	0			0	0
97	0			0	0
98	0			0	0
99	0			0	0
100	0			0	0
101	0			0	0
102	0			0	0
103	0			0	0
104	0			0	0
105	0			0	0
106	0			0	0
107	0			0	0
108	0			0	0
109	0			0	0
110	0			0	0
111	0			0	0
112	0			0	0
113	0			0	0
114	0			0	0
115	0			0	0
116	0			0	0
117	0			0	0
118	0			0	0
119	0			0	0
120	0			0	0
121	0			0	0
122	0			0	0
123	0			0	0
124	0			0	0
125	0			0	0
126	0			0	0
127	0			0	0
128	0			0	0
129	0			0	0
130	0			0	0
131	0			0	0
132	0			0	0
133	0			0	0
134	0			0	0
135	0			0	0
136	0			0	0
137	0			0	0
138	0			0	0
139	0			0	0
140	0			0	0
141	0			0	0
142	0			0	0
143	0			0	0
144	0			0	0
145	0			0	0
146	0			0	0
147	0			0	0
148	0			0	0
149	0			0	0
150	0			0	0
151	0			0	0
152	0			0	0
153	0			0	0
154	0			0	0
155	0			0	0
156	0			0	0
157	0			0	0
158	0			0	0
159	0			0	0
160	0			0	0
161	0			0	0
162	0			0	0
163	0			0	0
164	0			0	0
165	0			0	0
166	0			0	0
167	0			0	0
168	0			0	0
169	0			0	0
170	0			0	0
171	0			0	0
172	0			0	0
173	0			0	0
174	0			0	0
175	0			0	0
176	0			0	0
177	0			0	0
178	0			0	0
179	0			0	0
180	0			0	0
181	0			0	0
182	0			0	0
183	0			0	0
184	0			0	0
185	0			0	0
186	0			0	0
187	0			0	0
188	0			0	0
189	0			0	0
190	0			0	0
191	0			0	0
192	0			0	0
193	0			0	0
194	0			0	0
195	0			0	0
196	0			0	0
197	0			0	0
198	0			0	0
199	0			0	0
200	0			0	0
201	0			0	0
202	0			0	0
203	0			0	0
204	0			0	0
205	0			0	0
206	0			0	0
207	0			0	0
208	0			0	0
209	0			0	0
210	0			0	0
211	0			0	0
212	0			0	0
213	0			0	0
214	0			0	0
215	0			0	0
216	0			0	0
217	0			0	0
218	0			0	0
219	0			0	0
220	0			0	0
221	0			0	0
222	0			0	0
223	0			0	0
224	0			0	0
225	0			0	0
226	0			0	0
227	0			0	0
228	0			0	0
229	0			0	0
230	0			0	0
231	0			0	0
232	0			0	0
233	0			0	0
234	0			0	0
235	0			0	0
236	0			0	0
237	0			0	0
238	0			0	0
239	0			0	0
240	0			0	0
241	0			0	0
242	0			0	0
243	0			0	0
244	0			0	0
245	0			0	0
246	0			0	0
247	0			0	0
248	0			0	0
249	0			0	0
250	0			0	0
251	0			0	0
252	0			0	0
253	0			0	0
254	0			0	0
255	0			0	0
256	0			0	0
257	0			0	0
258	0			0	0
259	0			0	0
260	0			0	0
261	0			0	0
262	0			0	0
263	0			0	0
264	0			0	0
265	0			0	0
266	0			0	0
267	0			0	0
268	0			0	0
269	0			0	0
270	0			0	0
271	0			0	0
272	0			0	0
273	0			0	0
274	0			0	0
275	0			0	0
276	0			0	0
277	0			0	0
278	0			0	0
279	0			0	0
280	0			0	0
281	0			0	0
282	0			0	0
283	0			0	0
284	0			0	0
285	0			0	0
286	0			0	0
287	0			0	0
288	0			0	0
289	0			0	0
290	0			0	0
291	0			0	0
292	0			0	0
293	0			0	0
294	0			0	0
295	0			0	0
296	0			0	0
297	0			0	0
298	0			0	0
299	0			0	0
300	0			0	0
301	0			0	0
302	0			0	0
303	0			0	0
304	0			0	0
305	0			0	0
306	0			0	0
307	0			0	0
308	0			0	0
309	0			0	0
310	0			0	0
311	0			0	0
312	0			0	0
313	0			0	0
314	0			0	0
315	0			0	0
316	0			0	0
317	0			0	0
318	0			0	0
319	0			0	0
320	0			0	0
321	0			0	0
322	0			0	0
323	0			0	0
324	0			0	0
325	0			0	0
326	0			0	0
327	0			0	0
328	0			0	0
329	0			0	0
330	0			0	0
331	0			0	0
332	0			0	0
333	0			0	0
334	0			0	0
335	0			0	0
336	0			0	0
337	0			0	0
338	0			0	0
339	0			0	0
340	0			0	0
341	0			0	0
342	0			0	0
343	0			0	0
344	0			0	0
345	0			0	0
346	0			0	0
347	0			0	0
348	0			0	0
349	0			0	0
350	0			0	0
351	0			0	0
352	0			0	0
353	0			0	0
354	0			0	0
355	0			0	0
356	0			0	0
357	0			0	0
358	0			0	0
359	0			0	0
360	0			0	0
361	0			0	0
362	0			0	0
363	0			0	0
364	0			0	0
365	0			0	0
366	0			0	0
367	0				

Town of Yucca Valley  
Radar Speed Survey

MPH		Vehicles Surveyed		Tot.	
Speed	EB/WB	Eastbound	Westbound	veh	
65	0			0	
64	0			0	
63	0			0	
62	0			0	
61	0			0	
60	0			0	
59	0			0	
58	0			0	
57	0			0	
56	0			0	
55	0			0	
54	0			0	
53	0			0	
52	0			0	
51	0			0	
50	0			0	
49	0			0	
48	0			0	
47	0			0	
46	0			0	
45	0			0	
44	0			0	
43	0			0	
42	1			1	
41	0			0	
40	1			1	
39	0			0	
38	2			2	
37	2			2	
36	1			1	
35	5			5	
34	1			1	
33	4			4	
32	3			3	
31	2			2	
30	3			3	
29	1			1	
28	6			6	
27	0			0	
26	1			1	
25	0			0	
24	2			2	
23	1			1	
22	0			0	
21	0			0	
20	0			0	
19	0			0	
18	0			0	
17	0			0	
16	0			0	
15	0			0	
<b>GRAND TOTALS</b>				<b>85</b>	

Location:	Santa Fe Trail
Between:	Inca Trail - Door Trail
Weather:	Sunny
Date:	2/11/14
Time From:	9:55
Time To:	10:55
Existing Speed Limit:	35 M.P.H.

% Over Pace:	19%
% In Pace:	76%
% Under Pace:	5%
Average Speed:	32 M.P.H.
Pace Speed:	27 - 36 M.P.H.
15th Percentile / Critical Speed:	26 MPH
50th Percentile / Critical Speed:	31 MPH
85th Percentile / Critical Speed:	37 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92880  
T 951-268-6268 F 951-268-6257

# Town of Yucca Valley Radar Speed Survey

MPH		Vehicles Surveyed										TOT. VEH.	
		Eastbound					Westbound						
05	0												0
06	0												0
07	0												0
08	0												0
09	0												0
10	0												0
11	0												0
12	0												0
13	0												0
14	0												0
15	0												0
16	0												0
17	0												0
18	0												0
19	0												0
20	0												0
21	0												0
22	1												0
23	2												0
24	3												0
25	3												0
26	2												0
27	1												0
28	1												0
29	2												0
30	4												0
31	1												0
32	7												0
33	0												0
34	1												0
35	3												0
36	0												0
37	1												0
38	2												0
39	0												0
40	0												0
41	0												0
42	0												0
43	0												0
44	0												0
45	0												0
46	0												0
47	0												0
48	0												0
49	0												0
50	0												0
51	0												0
52	0												0
53	0												0
54	0												0
55	0												0
56	0												0
57	0												0
58	0												0
59	0												0
60	0												0
61	0												0
62	0												0
63	0												0
64	0												0
65	0												0
66	0												0
67	0												0
68	0												0
69	0												0
70	0												0
71	0												0
72	0												0
73	0												0
74	0												0
75	0												0
76	0												0
77	0												0
78	0												0
79	0												0
80	0												0
81	0												0
82	0												0
83	0												0
84	0												0
85	0												0
<b>GRAND TOTALS</b>													68

Location: Santa Fe Trail  
 Between: Deer Trail - Apache Trail  
 Weather: Sunny  
 Date: 2/11/14  
 Time From: 10:55  
 Time To: 11:55  
 Existing Speed Limit: 35 M.P.H.

% Over Pace: \_\_\_\_\_  
 % In Pace: \_\_\_\_\_  
 % Under Pace: \_\_\_\_\_  
 Average Speed: \_\_\_\_\_  
 Pace Speed: \_\_\_\_\_  
 15th Percentile / Critical Speed: \_\_\_\_\_  
 50th Percentile / Critical Speed: \_\_\_\_\_  
 85th Percentile / Critical Speed: \_\_\_\_\_

Radar Survey Conducted By:  
**Counts Unlimited, Inc.**  
 PO Box 117B  
 Corona, CA 92860  
 T 951-266-6268 F 951-288-6267



Town of Yucca Valley  
Radar Speed Survey

Speed	EB	WB	Vehicles Surveyed										Tot. Veh.		
			Eastbound					Westbound							
85	0	0													0
84	0	0													0
83	0	0													0
82	0	0													0
81	0	0													0
80	0	0													0
79	0	0													0
78	0	0													0
77	0	0													0
76	0	0													0
75	0	1													1
74	0	2													2
73	0	2													2
72	0	1													1
71	1	1													2
70	0	3													2
69	1	0													1
68	0	1													1
67	3	2													5
66	1	6													7
65	4	4													8
64	3	0													3
63	4	2													6
62	5	6													11
61	6	3													9
60	6	3													9
59	2	2													4
58	0	1													1
57	0	0													0
56	0	0													0
55	0	1													1
54	0	2													2
53	0	2													2
52	0	1													1
51	1	1													2
50	0	3													2
49	1	0													1
48	0	1													1
47	3	2													5
46	1	6													7
45	4	4													8
44	3	0													3
43	4	2													6
42	5	6													11
41	6	3													9
40	2	2													4
39	7	2													9
38	2	1													3
37	8	2													10
36	0	1													1
35	2	1													3
34	1	0													1
33	0	0													0
32	0	0													0
31	0	0													0
30	0	0													0
29	0	0													0
28	0	0													0
27	0	0													0
26	0	0													0
25	0	0													0
24	0	0													0
23	0	0													0
22	0	0													0
21	0	0													0
20	0	0													0
19	0	0													0
18	0	0													0
17	0	0													0
16	0	0													0
15	0	0													0
<b>GRAND TOTALS</b>													<b>100</b>		

Location: Sunnyslope Drive

Between: Sage Avenue - Mohawk Trail

Weather: Sunny

Date: 2/11/14

Time From: 8:00

Time To: 8:45

Existing Speed Limit: 45 M.P.H.

% Over Pace: 17%

% In Pace: 78%

% Under Pace: 5%

Average Speed: 43 M.P.H.

Pace Speed: 37 - 46 M.P.H.

15th Percentile / Critical Speed: 36 MPH

50th Percentile / Critical Speed: 41 MPH

85th Percentile / Critical Speed: 46 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.  
PO Box 1178  
Corona, CA 92860  
T 951-268-6260 F 951-288-6267

Town of Yucca Valley  
Radar Speed Survey

Speed (MPH)		W/D		Vehicle Surveyed		Tot.	
05	0	0	0	Eastbound	Westbound	veh.	tot.
05	0	0	0			0	0
06	0	0	0			0	0
07	0	0	0			0	0
08	0	0	0			0	0
09	0	0	0			0	0
10	0	0	0			0	0
11	0	0	0			0	0
12	0	0	0			0	0
13	0	0	0			0	0
14	0	0	0			0	0
15	0	0	0			0	0
16	0	0	0			0	0
17	0	0	0			0	0
18	0	0	0			0	0
19	0	0	0			0	0
20	0	0	0			0	0
21	0	0	0			0	0
22	0	0	0			0	0
23	0	0	0			0	0
24	0	0	0			0	0
25	0	0	0			0	0
26	0	0	0			0	0
27	0	0	0			0	0
28	0	0	0			0	0
29	0	0	0			0	0
30	0	0	0			0	0
31	0	0	0			0	0
32	0	0	0			0	0
33	0	0	0			0	0
34	0	0	0			0	0
35	1	1	1			3	3
36	1	1	1			3	3
37	1	1	1			3	3
38	1	1	1			3	3
39	1	1	1			3	3
40	1	1	1			3	3
41	1	1	1			3	3
42	1	1	1			3	3
43	1	1	1			3	3
44	1	1	1			3	3
45	1	1	1			3	3
46	1	1	1			3	3
47	1	1	1			3	3
48	1	1	1			3	3
49	1	1	1			3	3
50	1	1	1			3	3
51	1	1	1			3	3
52	1	1	1			3	3
53	1	1	1			3	3
54	1	1	1			3	3
55	1	1	1			3	3
56	1	1	1			3	3
57	1	1	1			3	3
58	1	1	1			3	3
59	1	1	1			3	3
60	1	1	1			3	3
61	1	1	1			3	3
62	1	1	1			3	3
63	1	1	1			3	3
64	1	1	1			3	3
65	1	1	1			3	3
66	1	1	1			3	3
67	1	1	1			3	3
68	1	1	1			3	3
69	1	1	1			3	3
70	1	1	1			3	3
71	1	1	1			3	3
72	1	1	1			3	3
73	1	1	1			3	3
74	1	1	1			3	3
75	1	1	1			3	3
76	1	1	1			3	3
77	1	1	1			3	3
78	1	1	1			3	3
79	1	1	1			3	3
80	1	1	1			3	3
81	1	1	1			3	3
82	1	1	1			3	3
83	1	1	1			3	3
84	1	1	1			3	3
85	1	1	1			3	3
86	1	1	1			3	3
87	1	1	1			3	3
88	1	1	1			3	3
89	1	1	1			3	3
90	1	1	1			3	3
91	1	1	1			3	3
92	1	1	1			3	3
93	1	1	1			3	3
94	1	1	1			3	3
95	1	1	1			3	3
96	1	1	1			3	3
97	1	1	1			3	3
98	1	1	1			3	3
99	1	1	1			3	3
100	1	1	1			3	3

Location: Yucca Trail

Between: Airway Avenue - Joshua Lane

Weather: Sunny

Date: 2/12/14

Time From: 11:40

Time To: 12:15

Existing Speed Limit: 45 M.P.H.

% Over Pace: 8%

% In Pace: 85%

% Under Pace: 7%

Average Speed: 39 M.P.H.

Pace Speed: 35 - 44 M.P.H.

15th Percentile / Critical Speed: 35 MPH

50th Percentile / Critical Speed: 38 MPH

85th Percentile / Critical Speed: 42 MPH

Radar Survey Conducted By:  
Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92880

T 951-268-6268 F 951-268-6267

Town of Yucca Valley  
 Radar Speed Survey

Speed Limit		Vehicles Surveyed				Tot.	
W/B	W/O	Eastbound	Westbound	W/B	W/O	W/B	W/O
65	0					0	0
64	0					0	0
63	0					0	0
62	0					0	0
61	0					0	0
60	0					0	0
59	0					0	0
58	0					0	0
57	0					0	0
56	0					0	0
55	0					0	0
54	0					0	0
53	0					0	0
52	0					0	0
51	0					0	0
50	0					0	0
49	0					0	0
48	0					0	0
47	0					0	0
46	0					0	0
45	2					2	0
44	0					0	0
43	0					0	0
42	1					1	0
41	2					2	0
40	5					5	0
39	5					5	0
38	6					6	0
37	1					1	0
36	6					6	0
35	5					5	0
34	6					6	0
33	4					4	0
32	7					7	0
31	0					0	0
30	4					4	0
29	1					1	0
28	2					2	0
27	0					0	0
26	0					0	0
25	0					0	0
24	0					0	0
23	0					0	0
22	0					0	0
21	0					0	0
20	0					0	0
19	0					0	0
18	0					0	0
17	0					0	0
16	0					0	0
15	0					0	0
<b>GRAND TOTALS</b>						<b>100</b>	<b>0</b>

Location: Yucca Trail  
 Botwont: Joshua Lane - Sage Avenue  
 Weather: Sunny  
 Date: 2/12/14  
 Time From: 11:00  
 Time To: 11:40  
 Existing Speed Limit: 40 M.P.H.

% Over Pace: \_\_\_\_\_ 8%  
 % In Pace: \_\_\_\_\_ 82%  
 % Under Pace: \_\_\_\_\_ 10%  
 Average Speed: \_\_\_\_\_ 35 M.P.H.  
 Pace Speed: \_\_\_\_\_ 31 - 40 M.P.H.  
 15th Percentile / Critical Speed: \_\_\_\_\_ 31 MPH  
 50th Percentile / Critical Speed: \_\_\_\_\_ 35 MPH  
 85th Percentile / Critical Speed: \_\_\_\_\_ 39 MPH

Radar Survey Conducted By:  
 Counts Unlimited, Inc.  
 PO Box 1178  
 Corona, CA 92880  
 T 951-266-6268 F 951-266-6267

## TRAFFIC SAFETY POLICY #16

### GUIDELINES FOR TRAFFIC SPEED SURVEYS AND VOLUME COUNTS

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1. Week long traffic volume counts at the master station will be completed once yearly, generally during the month of November.
2. Twenty-four hour counts will be completed at each of the other 59 stations once yearly, generally during the month of November.
3. The exact location and time for traffic volume counts and traffic speed surveys will be determined by the Town Traffic Engineer. Counts and surveys shall generally be completed so as to obtain a true representation of normal traffic conditions. Whenever possible, counts and surveys shall not be completed when unusual conditions, such as road construction or inclement weather, are present, which may affect the survey data.
4. In general, traffic speed surveys shall be limited to roads designated as non-local, as defined by the Vehicle Code, and shall be completed at least once every seven years, per Section 40802(2)(B)(I) of the California Vehicle Code. If the Town's Traffic Engineer or other town designated registered engineer evaluates a road and determines that no significant changes in the roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, then the traffic speed survey may be delayed an additional three years, if approved by the Traffic Commission.
5. In general, traffic volume counts at locations other than the master and various other 59 stations shall be completed only upon request and only following a determination from the Town Traffic Engineer that the study is necessary and is likely to yield the anticipated volumes for which it was requested (ie, for a four-way stop warrant). Whenever possible, this determination will be based on a comparison to nearby station counts. In general, additional volume counts at the same location shall not be completed more frequently than once every year.
6. In addition to the time frames described above, additional speed surveys and volume counts, as deemed appropriate by the Town Traffic Engineer, may be completed following noticeable changes in traffic speeds and volumes which may result from items such as completion of new road construction, street resurfacing, land development projects, or from an unusual increase in accidents.
7. Intersections which are counted for stop warrants and which meet or exceed 75 percent of the required warrants (but still fail) shall be recounted in intervals not less than six months or more than twelve months. Recounting shall continue until

such time as the warrants are met or until such time, as determined by the Town Traffic Engineer, that the volumes collected become consistent.

8. Surveys for establishment of 25 mph prima facie residential speed zones shall initially be completed on a Town-wide basis as part of the Neighborhood Sign Program. Thereafter, additional surveys shall be completed only upon request and upon a determination that sufficient housing development has occurred to warrant the study.
9. Traffic speed surveys and volume counts shall be limited to public, Town-maintained roadways, unless otherwise approved by the Traffic Advisory Committee, and the Town Council.
10. Staff shall develop and maintain a work program to identify and list all non-local roads which require radar speed surveys and to log and track collected data and next required survey date.

Approved by TAC 08/22/94

Approved by TC 09/01/94

Date amended by TAC 4/24/01 by TC 11/15/01

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» [Section 40802](#)

## Speed Traps

40802. (a) A "speed trap" is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.

(b) (1) For purposes of this section, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the federal Highway Administration, except that when these maps have not been submitted, or when the street or road is not shown on the maps, a "local street or road" means a street or road that primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign.

(c) (1) When all of the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:

(A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.

(B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.

(C) (i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The

prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).

(ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22356, or 22406.

(D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.

(2) A "speed trap" is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(B) (i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I) Except as specified in subclause (II), seven years.

(II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

(ii) This subparagraph does not apply to a local street, road, or school zone.

Added Sec. 2, Ch. 315, Stats. 1995. Effective January 1, 1996. Operative January 1, 1999.

Amended Sec. 2, Ch. 104, Stats. 1996. Effective January 1, 1997.

Amended Sec. 1, Ch. 1037, Stats. 1998. Effective January 1, 1999.

Amended Sec. 18, Ch. 1008, Stats. 1999. Effective January 1, 2000.

Amended Sec. 3, Ch. 521, Stats. 2000. Effective January 1, 2001.

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