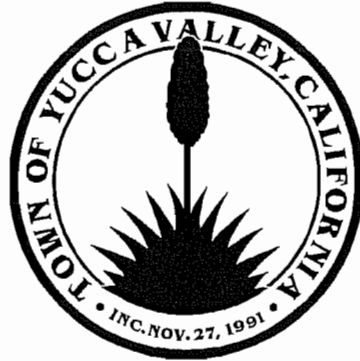


**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING**



*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, SEPTEMBER 2, 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 Meeting)  
TUESDAY, SEPTEMBER 2, 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 SEPTEMBER 2, 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, and any additional documents submitted to the majority of the Town Council, are available for public view in the Town Hall lobby and with respect to the staff agenda packet, 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. 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**

**PRESENTATIONS**

1. Employee of the Quarter
2. Private Land Development Update

**APPROVAL OF AGENDA**

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

## CONSENT AGENDA

*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.*

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.**

- 1-11 4. Town Council Meeting Minutes of July 15, 2014

**Recommendation: Approve the minutes of the Town Council meeting of July 15, 2014 as presented**

- 12-61 5. Services Agreement  
Street Sweeper Services  
Quality Street Services, Inc.

**Recommendation: Award the service contract to Quality Street Services, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign all necessary documents, in the amount of \$50,000.00 annually for general on-call street sweeping services, and appropriating \$25,000.00 from the Catastrophic Events Reserve for the Storm Recovery street cleaning program, and authorizing the Town Manager to expend the funds following storm events.**

- 62-80 6. Resolution No. 14 –  
Tract Map 10680  
Acceptance of Grand Avenue from Navajo Trail north to Onaga Trail, Lisa Circle from Grand Avenue east to end of Cul-de-sac, Taos Circle from Grand Avenue east to end of Cul-de-sac, and Navajo Trail from Grand Avenue east to Navajo Trail into the Town's Maintained Roadway System.

**Recommendation: Adopt the Resolution, accepting Grand Avenue from Navajo Trail north to Onaga Trail, Lisa Circle from Grand Avenue east to end of Cul-de-sac, Taos Circle east from Grand Avenue east to end of Cul-de-sac, and Navajo Trail from Grand Avenue east Navajo Trail into the Town's Maintained Roadway System.**

81- 7. Award of Out of Class Compensation

**Recommendation: Award working out of class pay to the Deputy Town Manager for assuming the duties of Acting Town Manager from August 20, 2013 to July 15, 2014.**

82-85 8. California Department of Housing and Community Development Housing-Related Parks Program Grant Revision to Resolution for Staff Titles

**Recommendation:**

- Adopt the resolution revising the titles of staff who submitted a grant application to the California Department of Housing and Community Development to seek Housing-Related Parks Program funding for additional Paradise Park improvements and revising the title of the staff authorized to execute the grant documents to Town Manager or designee.
- Authorize the Town Manager or designee as the official designated and authorized to represent the Town on current and subsequent park specific grant documents, reimbursement requests and reports.

86-87 9. Center for Healthy Generations Return of Funding FY2014-15

**Recommendation: Appropriate the unused budgeted partnership funds of \$250 back to the Center for Healthy Generations for other programming needs.**

88-95 10. Warrant Register

**Recommendation: Ratify the Payroll Registers Total of \$148,842.70 for checks dated August 1, 2014 and July 18, 2014 and ratify the Warrant Registers total of \$141,076.73 for checks dated August 21, 2014**

**Recommendation: Adopt Consent Agenda (items 3-10)**

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



**DEPARTMENT REPORTS**

96-100 11. Traffic Signal Synchronization, Phase II  
Funding Request  
San Bernardino Associated Governments

**Recommendation: Adopt the Resolution, requesting allocation of all remaining CMAQ funding for Phase II Traffic Signal Synchronization, and authorizing the Mayor to sign the funding request letter**

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

101-143 12. Resolution No. 14-  
SR62 & Dumosa Avenue Traffic Signal Project – Town Project No.8456  
Award of Construction Contract  
DBX, Inc., Temecula, CA  
Funding request – San Bernardino Associated Governments

**Recommendation:**

1. **Adopts Resolution No 14- , requesting additional Major Local Highway Program (MLHP) Funds, and authorizing the Mayor to sign the funding request letter, and execute the funding agreement for the new MLHP funds under the same general terms and conditions as the current funding agreement covering the first allocation;**
2. **Awards the construction contract to DBX, Inc., contingent upon SANBAG allocating additional LMHP funds, in the amount of \$588,338 and authorizes a construction contingency in the amount of \$58,662, for a total contract amount of \$647,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.**
3. **Amend the FY 2014-16 adopted budget as reflected in the attached FY 2014-16 Fund 520 proposed amended budget.**

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

144-212 13. San Bernardino County Operational Area Emergency Management Strategic Plan

**Recommendation: Receive and file the informational update on the San Bernardino County Operational Area’s Emergency Management Strategic Plan, and direct the Town Manager to sign a letter of concurrence supporting the Plan.**

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

213-230 14. SB270 (Padilla) Solid Waste: Single-Use Carryout Bags

**Recommendation: receive and file the informational update on SB 270 banning the use of single-use carryout bags and discuss and determine the the Council’s preference regarding sending a letter of support to local Legislators or the Governor’s Office.**

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**

15. Council Member Abel

16. Council Member Leone

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

## **ANNOUNCEMENTS**

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

The next regularly scheduled meeting of the Town Council is 6:00 p.m., Tuesday, September 16, 2014, at the Yucca Valley Community Center Yucca Room.

## **CLOSED SESSION**

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

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Potential initiation of litigation pursuant to paragraphs (4) of subdivision (d) of Government Code Section 54956.9 (one potential case)

## **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 near the Town Clerk's desk at 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. 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
HDWD	Hi Desert Water District
HUD	US Department of Housing and Urban Development
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 <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  
JULY 15, 2014**

**OPENING CEREMONIES**

Mayor Lombardo called the meeting to order at 5:30 p.m. for closed session.

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

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

The Pledge of Allegiance was led by Mayor Lombardo

**CLOSED SESSION**

Town Attorney Laymon announced the item to be discussed during closed session.

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

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

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

Mayor Lombardo opened public comment on the closed session item.

Fritz Koenig, Yucca Valley spoke in opposition to the appointment of Town Manager and suggested waiting until after the November 2014 election.

Ron Cohen, Yucca Valley commented on the closed session description on the agenda.

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

Mayor Lombardo adjourned the meeting to closed session at 5:39 p.m.

**REPORT OUT FROM CLOSED SESSION**

Mayor Lombardo reconvened the Town Council from closed session at 6:15 p.m.

Town Attorney Laymon announced that in closed session Council Member Rowe moved to select Curtis Yakimow as the new Town Manager, with a second by Council Member Leone.



The motion passed unanimously with a 5-0 roll call vote.

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

**APPROVAL OF AGENDA**

Mayor Pro Tem Huntington moved to approve the agenda for the Town Council Meeting of July 15, 2014. 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

**CONSENT AGENDA**

1. **Waive** further reading of all ordinances and read by title only
2. **Approve** the Town Council Meeting Minutes for the Special Meeting of June 23, 2014
3. **Award** the SR62, Camino del Cielo to Acoma, Signal Synchronization Project, Town Project No. 8028, Federal Project No. CMLN 5466(019) construction contract to DBX, Inc., in the amount of \$49,600 and authorize a construction contingency in the amount of \$4,960, for a total contract amount of \$54,560, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.
4. **Adopt** Resolution No. 14-24, approve the plans and specifications for the SR62 & Dumosa Avenue Traffic Signal Project, Town Project No. 8456, and authorize the Town Clerk to advertise and receive bids.
5. **Review and approve** the selection of TelePacific, Inc. to provide telecommunication services to the Town for a three-year term with option to renew, and authorize the Mayor, Town Manager and Town Attorney to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney.
6. **Authorize** the Town Manager to execute the Amendment of the professional services agreement with Desert Arc, with a maximum annual contract value of \$50,614.00, based upon organizational need and efficiency, and extend the Agreement for two years ending on June 30, 2016.

7. **Item Pulled**

Mayor Lombardo opened public comments on the consent agenda.

David Mahaffey, Yucca Valley commented on the signal sensors on some of the newer signals in Yucca Valley, stating that the sensors don't seem to pick up the presence of a motorcycle staging at the signal.

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 1-6. Council Member Rowe seconded. Motion carried 5-0 on roll call vote.

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

**Item 7. Warrant Register**

Council Member Leone stated he pulled the item to discuss the payment to Southern California Edison, and inquired if the Town was seeing any savings to electrical costs, since the installation of solar panels.

Mayor Lombardo suggested a future discussion of additional solar usage at Town facilities.

Council Member Leone moved to **Ratify** Payroll Register total of \$284,440.45 for checks dated June 6, 2014 and June 20, 2014 and to **Ratify** Warrant Register total of \$476,518.36 for checks dated June 12, 2014 and June 26, 2014. Council Member Abel seconded. Motion carried 5-0 on a roll call vote.

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

**DEPARTMENT REPORT**

8. **Brehm Youth Sport Park Acquisition Agreement**

The staff report was presented by Deputy Town Manager Shane Stueckle. At the Town Council's direction at the May 6, 2014 meeting, a proposed agreement between the Town of Yucca Valley and the Basin Wide Foundation – Youth Sports Park Coalition is being brought before the Council.

The donor, Basin Wide Foundation desires to transfer six (6) parcels of real property in return for the Town's commitment to accept, maintain and operate the property as a public park, based upon the approved plans for the facility. The following are additional highlights from the proposed agreement.

Also included in the proposed agreement, the Town shall provide Ten Thousand Dollars (\$10,000) annually for low income youth sports participation programs for ten (10) years, with the opportunity for Basin Wide Foundation to request a five (5) year extension of this program. The Town would retain complete discretion to determine appropriate funding sources for the low income youth sports program.

Additionally, the Town shall complete Palm Ave. street improvements and coordinate necessary utility relocations in order to accomplish the necessary street improvements. The Town will coordinate the timing of construction of said street improvements with utility companies and Town infrastructure plans and programs.

It is also proposed that the Town will complete the west parking lot in accordance with the approved plans.

The Town shall provide priority scheduling for recognized and organized sports and recreation organizations for use of the facility including the Morongo Basin Youth Soccer Association, the Miracle League, and the Rattle Skaters. The Town will coordinate use of the property with these and other recognized sports and recreation organizations in accordance with adopted Town facility use policies.

Basin Wide Foundation would be expected to complete improvements for certain components of the property prior to the Town accepting the property, including the roller derby flat track, playground equipment installation, fall surface, playground equipment shade sails, and brick entrance signage. Basin Wide Foundation may contribute future improvements, in-kind donations or other elements subject to the Town's approval.

Mayor Lombardo opened public comment.

Cindy Melland of Basin Wide Foundation thanked Town staff for working with the Foundation and gave a brief update on recent work continuing at the park facility.

David Mahaffey, Yucca Valley commented favorably on the beautiful park to be enjoyed by the community.

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

Council Member Abel asked for clarification on the revised acquisition agreement and joint escrow instructions. Abel commented favorably on giving consideration of local user groups using the facility.

Council Member Rowe stated she would like to have more time to review the revised agreement.

Mayor Pro Tem Huntington also stated he would like to continue the item for further review of the agreement.

Council Member Rowe moved to continue the Brehm Youth Sports Park Acquisition Agreement to a future meeting. 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

**9. Black Rock Canyon Road**

Town Project Engineer Qishta presented the staff report seeking approval of the maintenance area of Black Rock Canyon Road, between the Town’s southern boundary and to the northern edge of San Marino Drive. The proposed approval includes the direction of staff to obtain necessary easements and accepts Black Rock Canyon Road into the Town’s Maintained Road System.

Qishta continued to give background on the item, explaining Traffic Safety Policy No. 5. This policy establishes the standards by which roads may be dedicated to the Town for ongoing maintenance. These standards ensure that privately developed roads meet minimum Town standards before being accepted into the Town’s Maintained Road System, similar in practice to the County of San Bernardino prior to the Town’s incorporation. When roads were not developed to the Town (or County) standards, those roads were not accepted into either Maintained Road System.

Black Rock Canyon Road, from the south side of San Marino Drive southerly to the National Park Boundary is not within the Town’s Maintained Road System. The roadway has now developed severe potholing as well as edge raveling.

Engineer Qishta, presented various options of road improvements for discussion.

Mayor Lombardo opened public comment.

John Scalzo, Yucca Valley stated he lives on Black Rock Canyon Road and spoke of concern of dust and maintenance costs if the Town chooses to revert the road back to dirt. Scalzo also questioned the 27 ft. gap not maintained by the Town, between the proposed work area and the property lines. Scalzo presented written comment to the Town Council.

Gladys Kovaleff, Yucca Valley spoke in agreement to Scalzo's comment.

Charles McHenry, Yucca Valley spoke of concern regarding the water run-off along the west side of the roadway.

Susan Simmons, Yucca Valley commented on drainage issues along Black Rock Canyon Road.

Ramon Mendoza, Morongo Valley suggested a Title 24 review prior to starting any construction.

Written comment on the item was received by Robert Nelson of Yucca Valley.

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

Deputy Town Manager Stueckle explained the process staff has conducted in reviewing the repair alternatives in this difficult situation. The Town does not have the resources to adequately repair and maintain the road. Dust may be a concern with significant traffic if left a dirt road.

Council Member Leone suggested applying a saline solution to help with dust on dirt roads. Leone understands the area is impacted with drainage issues, but would like to get this road fixed.

Council Member Abel agreed that the road needs attention. Abel inquired on any scheduled improvements in the National Park Campground and if water run-off issues would be addressed. Alternative funding needs to be located.

Council Member Rowe clarified that funding sources are often restricted and can only be used for certain purposes. Rowe questioned Alternative 1- and the damage risk in the event of a significant storm, and stated that continued maintenance is not a prudent use of money. Rowe would be in favor of using the Town's reserves to address the Black Rock Canyon Road repair.

Mayor Pro Tem Huntington also stated he would like to see something done with the road and questioned the easement footages along each side of the road. Plans should include addressing issues with worse-case flooding. Huntington suggested looking into inverting

the roadway, for water to run into the middle of the roadway.

Mayor Lombardo stated he would like see the road paved and the use of reserves might be an option to accomplish it. Lombardo commented favorably of Huntington's suggestion of inverting the roadway.

Council Member Leone stated he would also be in favor of using reserves for the road repair.

Council Member Rowe moved to (Alternative 1) adopt Resolution No. 14-25, approve the Maintenance Area of Black Rock Canyon Road, between the Town's southern boundary and to the northern edge of San Marino Drive, identified on Attachment A to the Resolution, direct staff to proceed with obtaining necessary easements and accept Black Rock Canyon Road into the Town's Maintained Road System on the date that Match Corporation begins work on Black Rock Canyon Road, and directing the town Engineer to report back to the Town Council on the effective date of acceptance; and, (Alternative 3) to prepare shelf-ready construction plans, with the anticipation that the design of the ultimate roadway, along with drainage improvements would be approximately \$50,000 to \$60,000, with staff continuing to seek federal monies and/or grants to completely reconstruct the road. 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

## POLICY DISCUSSION

### 10. **Town Council Policy Discussion and Direction to Staff Posting Regulatory Signs on Private, Non-Maintained Dirt Roads.**

Town Project Engineer Qishta presented the staff report seeking policy discussion and direction to staff for the posting of regulatory signage on private, non-maintained dirt roads. History of past Town Council discussion was given. At the Town's incorporation, the Town was obligated to continue maintaining approximately 135 miles of roads previously maintained by San Bernardino County. Of that total, only 1.5 miles were unimproved dirt roads.

Many factors are to be considered including to evaluate the legal right to enter upon and perform maintenance using public funds on private, dirt roads. Implementing regular and ongoing maintenance on non-maintained dirt roads creates an implication of acceptance of that road into the maintained system. Fiscal considerations must be evaluated throughout the process.

Mayor Lombardo opened public comment.

Fritz Koenig, Yucca Valley spoke on ownership of local dirt roads and would like to see a circulation system.

Susan Simmons, Yucca Valley stated that this is a safety issue and speed limits should be posted.

Written comment on the item was received by Robert Nelson of Yucca Valley.

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

Council Member Leone commented on various aspects of the vehicle code, and would like a review of the circulation system with consideration of bringing certain roads into the maintained system. (Alternative 1)

Mayor Pro Tem Huntington explained that when considering recommended Alternative 2, Home Owners Associations might be a better approach than County Service Areas. All recommended alternatives should be done, with the exception of Alternative 3, which is to do nothing. It's a long range plan needing prioritization.

Council Member Abel inquired on the role of other agencies and legislation related to speed limits.

Council Member Rowe inquired of the approximately \$15 million in backlog of current maintained roadways within the town. Because of the complex, long-term process of including these roads, something needs to be started to move in the direction of at least knowing what the impact would be and options available to the Town.

Mayor Pro Tem Huntington moved to (Alternative 1) direct staff to return with mid-year budget review (February/March 2015) with identification of circulation system "collectors" in private non-maintained dirt road neighborhoods that should be considered for bringing into the Town's Maintained Road System; and, (Alternative 2) direct staff to reinstate discussions with San Bernardino County for the potential formation of County Service Areas for road maintenance within the Town; and (Alternative 4) request special legislation through the State legislative process establishing a maximum speed limit of 15 or 25 miles per hour on all non-maintained dirt roads within the Town of Yucca Valley. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

**DEPARTMENT REPORT****11. Appointment of Town Manager; Approval of Town Manager Agreement**

Town Attorney Laymon announced that a revised contract is available at the clerk's table this evening. Curtis Yakimow was selected as the Town Manager.

Laymon explained the selection process, with the Ad-Hoc Committee striving for a fiscally responsible contract for the Town Manager. The negotiated contract presents a cost-savings from prior Town Manager contracts. Base compensation is stated as \$149,500 annually.

Mayor Lombardo opened public comments.

Ron Cohen, Yucca Valley referenced Ordinance 247 and spoke in opposition to the severance package included in the contract.

Charles McHenry, Yucca Valley thanked the Town Council for the decision to recruit internally.

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

Council Member Leone commented on the elimination of the Town Manager's car allowance.

Council Member Abel stated that the contract shows a savings of approximately \$170,000 and asked for clarification on the termination clause. Abel also thanked the Ad-Hoc Committee for their diligent consideration and the many hours spent during this selection process.

Mayor Lombardo thanked Stueckle for his professionalism and dedication to the organization; congratulated Yakimow; and thanked the Ad-Hoc Committee.

Mayor Lombardo moved to appoint Curtis Yakimow for Town Manager, effective July 15, 2014 and approve the employment agreement between the Town of Yucca Valley and Curtis Yakimow. Council Member Abel seconded. Motion carried 5-0 on a roll call vote.

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None



Town Manager Yakimow thanked the Town Council for their consideration and stated he is honored to be their Town Manager. Yakimow also addressed his wife and children, thanking them for their support.

**FUTURE AGENDA ITEMS**

None Stated

**PUBLIC COMMENTS**

Mayor Lombardo opened public comments.

Fritz Koenig, Yucca Valley spoke of recent lawsuits brought before the Town.

David Mahaffey, Yucca Valley stated he is glad to be a part of this community, and spoke of water quality issues.

Ramon Mendoza, Morongo Valley spoke of water issues in Yucca Valley and congratulated Yakimow on his appointment.

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

**STAFF REPORTS AND COMMENTS**

Town Manager Yakimow invited all out to the Summer Music Festival and thanked the Recreation Staff on recent successful summer programs.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

12. Council Member Abel congratulated Yakimow on the new position, thanked Stueckle for his assistance, and thanked the Ad Hoc Committee.
13. Council Member Leone reported on his recent best-of-breed- win at a recent dog show and congratulated Yakimow.
14. Council Member Rowe thanked Stueckle for the extra hours of work and dedication, getting the organization through the past several months. Rowe also thanked Human Resources Manager Breidenbach-Sterling for her assistance in the process, and congratulated Yakimow.
15. Mayor Pro Tem Huntington congratulated Yakimow, thanked Stueckle and welcomed Major General Lewis Craparotta to the Twentynine Palms Marine Corps Air Ground Combat Center.

16. Mayor Lombardo thanked Stueckle for his hard work and dedication, and congratulated Yakimow.

**ANNOUNCEMENTS**

There will not be a Town Council meeting on August 5, 2014 for lack of a quorum.

The next regularly scheduled meeting of the Town Council is 6:00 p.m. Tuesday, August 19, 2014 at the Yucca Valley Community Center Yucca Room.

**ADJOURNMENT**

Mayor Lombardo adjourned the meeting at 8:30 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** August 27, 2014  
**For Council Meeting:** September 2, 2014

**Subject:** Services Agreement  
Street Sweeper Services  
Quality Street Services, Inc.

**Prior Council Review:** The Town Council has no prior review of this item. The most recent Request For Proposal (RFP) process for street sweeping services was in September 2005.

**Recommendation:** That the Town Council awards the service contract to Quality Street Services, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign all necessary documents, in the amount of \$50,000.00 annually for general on-call street sweeping services, and appropriating \$25,000.00 from the Catastrophic Events Reserve for the Storm Recovery street cleaning program, and authorizing the Town Manager to expend the funds following storm events.

**Executive Summary:** The Town contracts for street sweeping services. A Request For Proposal was released in April 2014 and the bid period closed in May 2014. One bidder responded to the RFP as outlined in the body of the staff report. Staff is recommending Town Council award of the services contract to Quality Street Services, Inc.

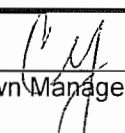
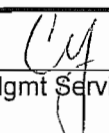
**Order of Procedure:**

- 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:** One bidder responded to the Town's RFP for street sweeping services as follows.

Quality Street Services, Inc.: \$94.00 per Hour

---

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

---

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

The Town has contracted with Quality Street Services, Inc., since 2000. Based upon recent discussions, Quality Street Service, Inc. purchased new sweeping equipment.

Staff is highly satisfied with the services that are being provided at this time, and staff is recommending Council approval of the services agreement with Quality Street Services, Inc.

Street sweeping services are employed on an "as needed" basis. In other words, there is no set schedule for sweeping services. When a need for street sweeping develops in the community, specific streets are identified and scheduled for sweeping.

Finally, the recommended action allows the Town Manager to respond to storm events when street sweeping is necessary.

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

**Fiscal impact:** Based upon the staff evaluation of the services necessary, this agreement establishes a not to exceed maximum of \$50,000.00 annually for on-call street sweeping services. These funds will be expended from the Street Maintenance Professional Services line item.

In addition to the base level of service, the contract form has been modified to include a section specific to Storm Recovery Services. Staff is recommending that \$25,000.00 be appropriated with this action.

With the frequency of storm events that require additional street sweeping services, continuing to return to the Council to amend the contract is not an efficient means of implementing these services.

Current contract costs since 2005 have been established at \$90.00 per hour. The new contract represents an increase of \$4.00 per hour, or \$94.00 per hour.

**Attachments:** Bid Summary  
Quality Street Services, Inc. Proposal  
Street Sweeping RFP

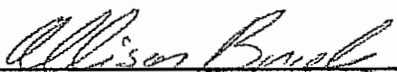
TOWN OF YUCCA VALLEY  
BID OPENING LOG SHEET



BID OPENING DATE: July 7, 2014

PROJECT DESCRIPTION:  
Street Sweeping Services

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1. <u>Quality Street Service</u>	<u>\$94/hr - 2 sweepers</u>	
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

  
Allison Brucker  
Administrative Assistant II for:

CC: *Town Clerk (1)*  
*Initiating Department (2)*

\_\_\_\_\_  
Lesley Copeland  
Town Clerk



TEL (760) 776-8460  
FAX: (760)776-8462  
SUPPORT@QUALITYSTREETSERVICE.COM

May 20, 2014

Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

Subject: Request for Proposal  
Street Sweeping Services- Town of Yucca Valley

Dear Sri/Madam:

Please consider this document and all of its attachments our formal RFQ response for Mechanical Street Sweeping Services.

Alicia Powell, Operations Manager, is the duly authorized agent authorized to negotiate with Town of Yucca Valley in regards to this RFQ and the associated sweeping service work as well as the authorized signer for any contract or document related thereto. Contact information is:

Alicia Powell, Operations Manager  
Quality Street Service, Inc.  
72-350 Quarry Trail, Unit B  
Thousand Palms, CA 92276  
Tel. 760-776-8460  
Fax 760-776-8462  
Cell 760-250-7117  
[apowell@qualitystreetservice.com](mailto:apowell@qualitystreetservice.com)

We Hereby certify under penalty of perjury, Alicia Powell is an agent authorized to submit proposals on behalf of Quality Street Service, Inc

Quality Street Service was established in 1988 as a full service street sweeping business servicing the Coachella Valley. Since then our operation has grown to include construction sweeping, municipal sweeping and parking lot sweeping. In addition to our operational strength in the Coachella Valley, our service area has grown to include the inland Empire and Los Angeles markets.

We maintain a fleet of current model regenerative air, mechanical (brush type) and vacuum sweepers. All equipment in our fleet is AQMD rule 1186 PM10 certified. We maintain a full time mechanic on staff and 6 drivers, complete stock of maintenance parts and a mobile service vehicle to ensure the maximum performance and reliability within our fleet.

Inland Empire  
1884 Woodlawn Street Unit D  
Upland, CA 91786

Coachella Valley  
72-350 Quarry Trail, Unit B  
Thousand Palms, CA 92276

Mailing Address  
PO BOX 339  
Claremont, CA 91711



Per your request we are including 3 trade references.

1. County of San Bernardino  
Ms. Liz Barrington  
909-387-1882  
Department of Public Works  
San Bernardino, CA 92415-0835
  
2. Sun City Palm Desert  
Mr. Manuel Barragan  
760-200-2233  
38-180 Del Webb Blvd  
Palm Desert, CA 92211
  
3. Burretec- Yucca Valley  
Mr. Michael Lopez  
760-365-2015  
4878 Newton Rd  
Yucca Valley, CA 92284

We look forward to being of service to the Town of Yucca Valley.

Cordially,  
Quality Street Service



Sean McElvy  
President and CEO

**ATTACHMENT B**

**Statement of Qualifications**

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

\* Please see attached document

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

\* Please see attached document

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:

24 hour notice will be sufficient to mobilize employees and equipment.





TEL (760) 776-8460  
FAX: (760)776-8462  
SUPPORT@QUALITYSTREETSERVICE.COM

## ATTACHEMENT B

### Statement of Qualifications

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

Quality Street Service has been providing street sweeping service for the Town of Yucca Valley for over 13 years. We also provide street sweeping services for the County of San Bernardino, City of Big Bear Lake. The description for work performed is the same as Town of Yucca Valley.

We schedule street sweeping services as requested by Public Works Director (on-call basis). Our driver meets with Public Works personnel daily to obtain maps for specific locations to be swept for the duration of scheduled service. They communicate during the day to inspect completed areas and report any issues. At the end of the service a Public Works representative reviews and signs job ticket to acknowledge satisfactory completion of service.

At the end of the day driver takes equipment back to Thousand Palms for maintenance. Mechanic checks equipment, change booms and to assure everything is working properly for the next day.

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

Quality Street Service has been providing street sweeping service for the private sector for over 25 years. We have communities that can take from 30 minutes to 4 days to sweep an entire HOA. Our drivers are trained to sweep gutters and remove all accumulated sand and debris from all streets, islands, gates and entrances to each HOA community.

Alicia Powell communicates with management to inform of any problems.

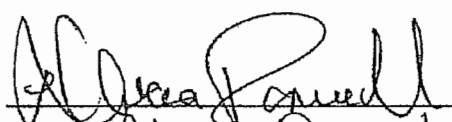
At the end of the day driver takes equipment back to Thousand Palms for maintenance. Mechanic checks equipment, change booms and to assure everything is working properly for the next day.

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

**ATTACHMENT C**

**List of Equipment**

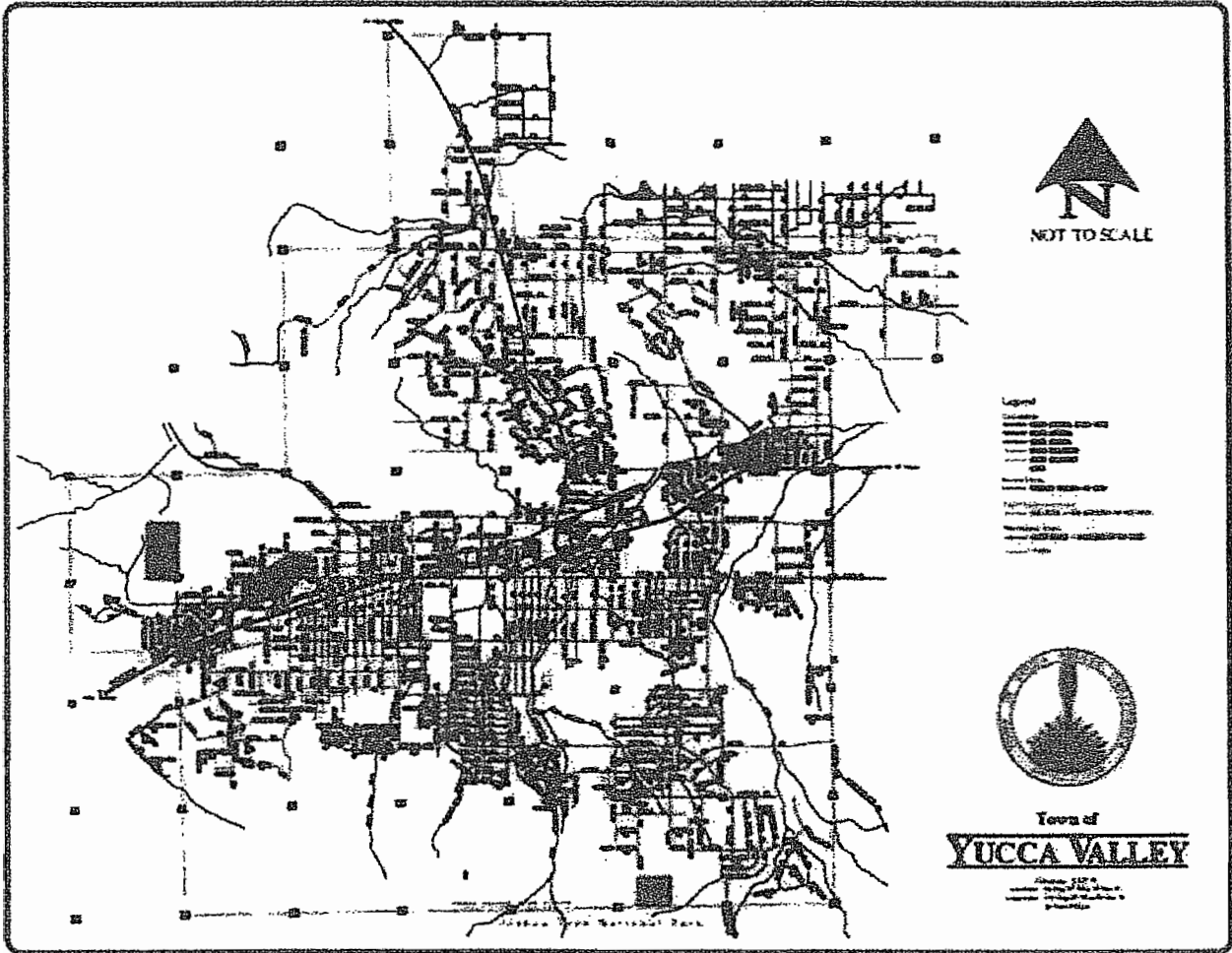
Type of Equipment	Year	Make	Model	Hourly Rate with an Operator
Mechanical Broom Power Sweeper	2005	Freightliner	Schwarze m-6000	\$94.00
Mechanical Broom Power Sweeper	2012	Freightliner	Schwarze m-6000	\$94.00
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

Signature:  Date: 5-20-14  
 Printed Name: Alicia Powell

Include this completed form in your proposal.

Attachment D

Map of Maintained Road System  
Town of Yucca Valley





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Associates Insurance Services 521 Lincoln Blvd  Lincoln CA 95648	CONTACT NAME: Renee' Thompson
	PHONE (A/C, No, Ext): (916) 645-3333 FAX (A/C, No): (916) 645-8226
	E-MAIL ADDRESS: rthompson@cornerstoneinsurance.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Financial Pacific Ins. Co. NAIC # 31453
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
Quality Street Service, Inc.  
PO Box 339  
  
Claremont CA 91711

COVERAGES CERTIFICATE NUMBER: 2013-2014 GL-AUTO-WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			60420118	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60420118	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate is provided as proof of insurance referenced herein.

CERTIFICATE HOLDER  PROOF OF INSURANCE	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Renee' Thompson/RENEE <i>Renee Thompson</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

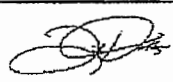
<b>PRODUCER</b> Dahlmeier Insurance Agency Inc 1368 Longfellow Ave Chico CA 95927		<b>CONTACT NAME:</b> Linda Dickerson <b>PHONE (A/C No. Ext):</b> (530) 342-6421 <b>FAX (A/C No):</b> (530) 342-6424 <b>E-MAIL ADDRESS:</b> LindaD@Dahlmeier.com	
<b>INSURED</b> Quality Street Service, Inc. PO Box 339 Claremont CA 91711		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Compensation Fund <b>NAIC #</b> 35076 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2013-2014 DAHLEMEIR ISSUE      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	9080082-2013	11/27/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate is provided as proof of insurance referenced herein.

<b>CERTIFICATE HOLDER</b>  <b>PROOF OF INSURANCE</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>   Dickerson, Linda

# TOWN OF YUCCA VALLEY

## REQUEST FOR PROPOSAL TO PROVIDE MECHANICAL STREET SWEEPING SERVICES



**Bid Due Date: Thursday, May 22, 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 30, 2014
- Deadline for applicants to email questions – Monday, May 5, 2014
- Answers Emailed – Wednesday, May 7, 2014
- **Proposal due date – Thursday, May 22, 2014**
- Review of Proposals – May 23 – June 5, 2014
- Town Council Meeting – Tuesday, June 17, 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

# CONTRACT SERVICES AGREEMENT

By and Between

**THE TOWN OF YUCCA VALLEY,  
A MUNICIPAL CORPORATION**

and

---

**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 \_\_\_\_\_, 20\_\_\_\_ 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, reuse 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 \_\_\_\_\_ (\$\_\_\_\_\_) 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, age, sexual orientation, marital status, national origin, veteran status, disability, medical conditions, military service, genetic testing, ancestry, or any other classification protected by state and local laws and ordinances.

### 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]**



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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<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 _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

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

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

**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(S)

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

PARTNER(S)       LIMITED  
    GENERAL

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

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_

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

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

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

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

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

- I. Contractor will perform the following Services:**
  - A.
  - B.
  - C.
  
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**
  - A.
  - B.
  - C.
  
- 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.
  - 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)**

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

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

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

		<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.**

**SAMPLE**

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]



## 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**

<b>Type of Equipment</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Hourly Rate with an Operator</b>
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

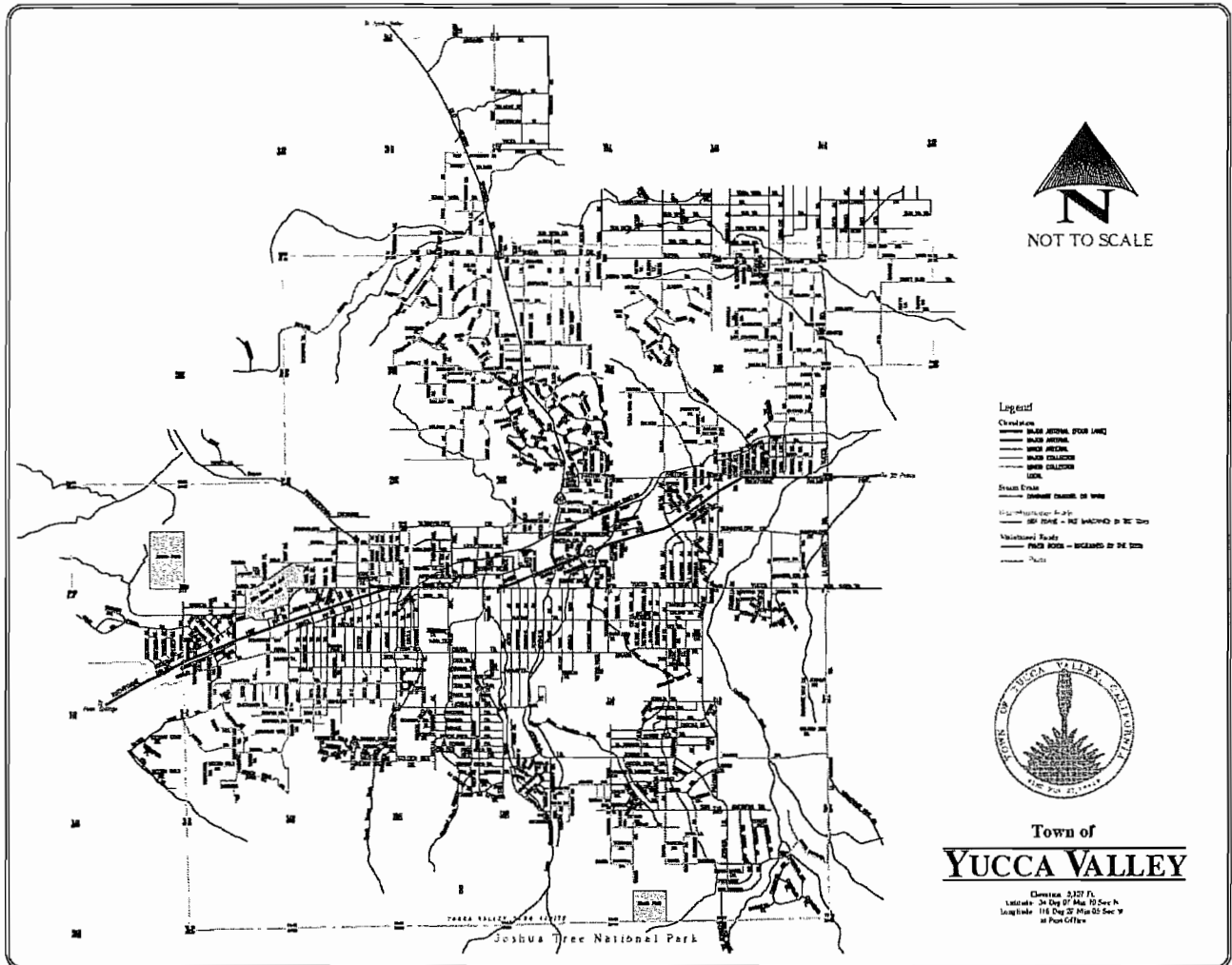
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**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  
Alex Qishta, Project Engineer  
**Date:** July 30, 2014  
**For Council Meeting:** August 19, 2014

**Subject:** Resolution No. 14 –  
Tract Map 10680  
Acceptance of Grand Avenue from Navajo Trail north to Onaga Trail, Lisa Circle from Grand Avenue east to end of Cul-de-sac, Taos Circle from Grand Avenue east to end of Cul-de-sac, and Navajo Trail from Grand Avenue east to Navajo Trail into the Town’s Maintained Roadway System.

**Prior Council Review:** On April 27, 2006, Town Council accepted the construction of public improvement (street, curb and gutter) with TM 10680 subject to the provision of an irrevocable letter of credit in the amount established for the cost of improvements.

**Recommendation:** That the Town Council adopts the Resolution, accepting Grand Avenue from Navajo Trail north to Onaga Trail, Lisa Circle from Grand Avenue east to end of Cul-de-sac, Taos Circle east from Grand Avenue east to end of Cul-de-sac, and Navajo Trail from Grand Avenue east Navajo Trail into the Town’s Maintained Roadway System.

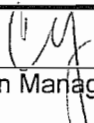
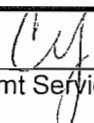
**Executive Summary:** In order for roads to be maintained by the Town, they must be accepted into the maintained system. In order to be accepted into the maintained system, the roadway must be paved in conformance with minimum requirements.

**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:** Tract map 10680 was approved by the County of San Bernardino prior to incorporation. Upon incorporation, the subdivision came under the jurisdiction of the Town.

---

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

---

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

The County accepted the completed streets of TM 10680-1 into their maintained system by Resolution 84-331 dated 8-27-1984. Navajo Trail being an accepted street continues on through TM 10680 adjoining these two subdivisions.

On April 27, 2006 the Town Council accepted all improvements associated with TM 10680, without indicating "accepting streets into the Town Maintained System". The attached Resolution clarifies this point and indicates the acceptance effective April 27, 2006, when the Town Council accepted the improvements.

**Alternatives:** Staff recommends no alternative action to this item.

**Fiscal impact:** None. This action clarifies the record for the Town's Maintained Road System.

**Attachments:** Resolution No. 14 –  
Roadway Map  
4/27/2006 Minutes  
Resolution No. 84-331  
Traffic Policy # 5  
Tract Map 10680  
Tract Map 10680-1  
Agreement RB 6-16-76

**RESOLUTION NO. 14-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA INCORPORATING AND ACCEPTING THE IMPROVEMENTS TO GRAND AVE FROM NAVAJO TRAIL NORTH TO ONAGA TRAIL, LISA CIRCLE FROM GRAND AVE EAST TO END OF CUL-DE-SAC, TAOS CIRCLE FROM GRAND AVE EAST TO END OF CUL-DE-SAC, AND NAVAJO TRAIL FROM GRAND AVE EAST TO NAVAJO TRAIL INTO THE TOWN MAINTAINED ROAD SYSTEM INVENTORY FOR THE PURPOSE OF PROVIDING FUTURE MAINTENANCE.**

**WHEREAS**, the street construction and improvements are in conformance with the minimum standards outline in Traffic Policy #5, and

**WHEREAS**, these roads serve as primary access to the subdivision, and

**WHEREAS**, public use of said roads have been of such nature and duration as to imply dedication for use by the public, and

**WHEREAS**, the Town of Yucca Valley will, as necessary, provide continued maintenance and improvement of said roads.

**NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED BY THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AS FOLLOWS:**

**Section 1.** The improvements to Grand Ave., from Navajo Trail north to Onaga Trail, Lisa Circle, from Grand Ave. east to end of Cul-de-sac, Taos Circle, from Grand Ave. east to end of Cul-de-sac, and Navajo Trail from Grand Ave. east to Navajo Trail are hereby incorporated into the Town Maintained Road System for purpose of future maintenance and improvement, effective April 27, 2006, at the time of Town Council acceptance of the public improvements.

**Section 2:** This action clarifies prior Town Council action for purposes of the Town's Maintained Road System.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of SEPTEMBER, 2014.

---

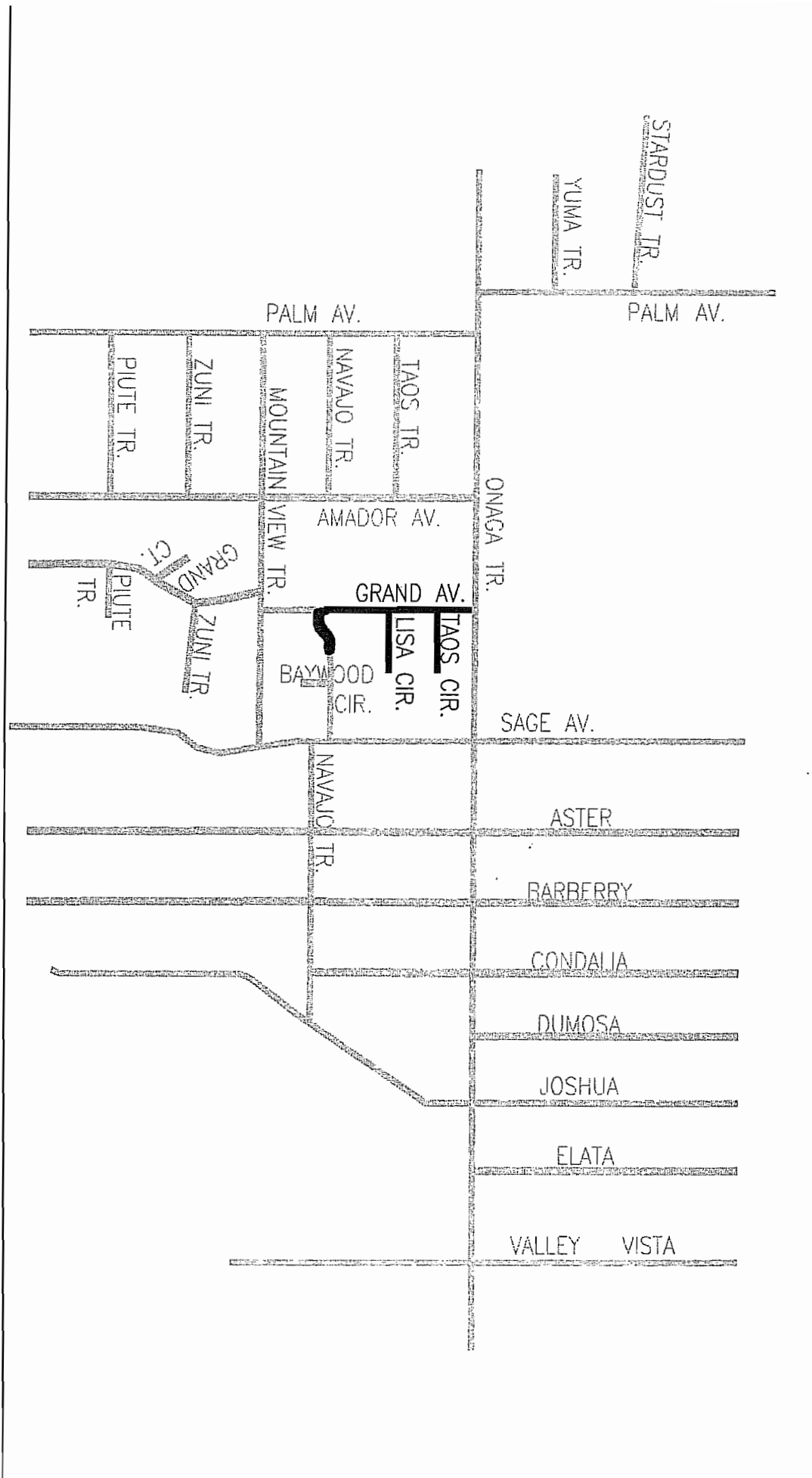
MAYOR

ATTEST:

---

TOWN CLERK





**AGENCY REPORTS**

**Fire Department**

**5. Monthly Fire Department Report for March 2006.**

No one available to give report.

**APPROVAL OF AGENDA**

Council Member Leone moved to approve the Agenda. Council Member Mayes seconded. Motion carried 4-0-1 on a voice vote with Mayor Cook absent.

**CONSENT AGENDA**

- 6. **Approve**, minutes of the Special Town Council Meeting of April 12, 2006 as presented.
- 7. **Waive**, further reading of all ordinances and read by title only.
- 8. **Approve**, Resolution No. 06-15, approving fees for certain Community Services Department programs and services

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REVISING CERTAIN FEES FOR COMMUNITY SERVICES DEPARTMENT SERVICES, PROGRAMS, ACTIVITIES AND EVENTS**

- 9. **Accept**, construction of public improvements (street, curb and gutter) with TM 10680 subject to the provision of an irrevocable letter of credit in the amount of twenty five percent (25 %) (\$45,500) of the estimated construction cost of the improvements for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor performed, or defective materials furnished by the Subdivider; and 1) **Authorize**, Town staff to file the Notice of Completion with the County Recorder; and 2) **Authorize**, the Town Manager to file those instruments necessary to release the deeds of trust recorded against the property in favor of the Town. TM 10680, (Don Lander)
- 10. **Adopt**, Resolution No. 06-16, rescinding that portion of the original rejection of the offer of dedication of drainage easement made by final subdivision map recorded on May 29, 1985 by Instrument No. 85-127369 (MB 180/12-14), records of San Bernardino located on APN 585-561-18; accept the dedication of easement for drainage purposes only and not for maintenance; and vacate the drainage easement. Lot 59 Copper Hills Homes Subdivision

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, RESCINDING THE REJECTION OF AN OFFER OF DEDICATION OF A DRAINAGE EASEMENT AND ACCEPTING THE DRAINAGE EASEMENT FOR PURPOSES OF DRAINAGE ONLY BUT REJECTING IT FOR MAINTENANCE AND SUMMARILY VACATING SAID EASEMENT PURSUANT TO PART 3, CHAPTER 4, STREETS AND HIGHWAYS CODE SECTION 8330 ET SEQ.

- 11. **Approve, Community Development Block Grant Delegate Agency Agreement with San Bernardino County for the period July 1, 2006 through June 30, 2009 and authorize staff and the Town Attorney to sign and execute the agreement.**

Council Member Mayes moved to adopt Consent Agenda Item 6-11. Council Member Luckino seconded. Motion carried 4-0-1 on a roll call vote.

AYES: Council Member Leone, Luckino, Mayes, and Mayor Pro Tem Neeb  
NOES: None  
ABSTAIN: None  
ABSENT: Mayor Cook

**DEPARTMENT REPORTS**

- 12. **Agreement with San Bernardino County, Hi Dez Kennel**

Item pulled from Agenda

- 13. **Warrant Register – April 27, 2006**

Council Member Mayes moved to ratify Warrant Registers in the amount of \$537,830.18 for expenses dated April 7, 2006 through April 17, 2006. Council Member Luckino seconded. Motion carried 4-0-1 on a roll call vote.

AYES: Council Member Leone, Luckino, Mayes, and Mayor Pro Tem Neeb  
NOES: None  
ABSTAIN: None  
ABSENT: Mayor Cook

**POLICY DISCUSSION**

- 14. **Manufactured Housing on Lots Zoned for Single Family Residential Construction, Development Code Sections 88.0101(a) through (g), Government Code Section 65852.3 et. sec., Direction to Planning Commission.**

Deputy Town Manager Stueckle reported that during the Council comments at the last meeting the Council requested that the item be placed on the agenda for discussion. The

August 27, 1984

MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

TRANSPORTATION: STREETS ACCEPTED FOR MAINTENANCE: TRACT 10680-1, YUCCA VALLEY  
RESOLUTION NO. 84-331

On motion by Supervisor Townsend, seconded by Supervisor Hammock, and carried, the Board of Supervisors adopts the following resolution.

RESOLUTION NO. 84-331

WHEREAS, Section 941 of the Streets and Highways Code provides that no public or private road shall become a County highway until accepted by a resolution of the Board of Supervisors; and

WHEREAS, streets, as hereinafter described, have been constructed satisfactorily to County standards; and

WHEREAS, right-of-way for these streets has been dedicated to the County of San Bernardino; and

WHEREAS, it is in the public interest that these streets shall be County maintained;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of San Bernardino, that roads located within Tract 10680-1, Yucca Valley area, be and they are hereby entered into the County Maintained Road System.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: Joyner, Riordan, Townsend, Hammock, McElwain  
NOES: None  
ABSENT: None

\*\*\*\*\*

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO ss

I, MARTHA M. SEKERAK, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors by vote of the members present as the same appears in the Official Minutes of said Board of its meeting of AUGUST 27, 1984.

MARTHA M. SEKERAK  
Clerk of the Board

By *Ester Lockenbrough*  
Deputy

## TRAFFIC POLICY # 5

### ACCEPTANCE OF ROADS INTO THE MAINTAINED SYSTEM

---

1. Prior to the Town's acceptance of roadways for maintenance, the Town shall require granting of right-of way and completion of improvements. These improvements must be in accordance with the minimum improvement level standards, including hot-mix asphalt concrete pavement (over appropriate sub-base material), appropriate drainage improvements and appropriate traffic control measures, as approved by the Town's Engineering Division. Determination of required paving structural sections (thickness) will be based upon development and approval of policies and procedures for establishing Traffic Indexes (as a measure of the anticipated traffic loading) and R-values (as a measure of the strength of the underlying soil).
2. When property owners request assistance, the Town will assist in the completion of the required improvements through formation of groups such as assessment districts, community service districts, etc.
3. For new developments, street construction and improvements shall be in conformance with the minimum standards outlined above, OR continuous, long-term private maintenance of roadways must be provided for through the establishment of a homeowners' association, community service district, or other similar method.
4. The Town may consider accepting designated major arterials, collectors and secondary streets, as identified in the General Plan Circulation Element, into the maintained system without the obligation that property owners construct the street to current standards.

Approved by TAC 7/26/93

Approved by Town Council 8/19/93

Amendment #1 approved by TAC on 2/28/94

Amendment #1 approved by Town Council 3/3/94

1080

# TRACT NO 10680

IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 2, TOWNSHIP ONE SOUTH, RANGE 5 EAST, S.B.M.

WARNER ENGINEERING

### OWNER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AND SO CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND SO HEREBY OFFER TO DEDICATE TO THE COUNTY OF SAN BERNARDINO THE FOLLOWING:

ORANGE TRAIL, GRAND AVENUE, SAVALO 19411, TADDS CIRCLE, LISA CIRCLE, ALL RIGHTS OF VEHICULAR INGRESS TO OR EGRESS FROM LOTS 1, 2, 3, 4 AND 50 OVER AND ACROSS THE BODIFORDY LINE OF SAID LOTS ABUTTING ORANGE TRAIL.

SIDEWALK EASEMENTS AND SAN BERNARDINO COUNTY DRAINAGE EASEMENTS.

THE PRIVILEGE AND RIGHT TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES, AS TO EXCAVATION SLOPES, 1 TO 1 EASEMENT SLOPES UPON ALL OF THOSE CERTAIN LOT AREAS WHERE SAID SLOPES OR EASEMENTS OR DRAINAGE STRUCTURES EXIST BEYOND 1 FEET OF THE DEDICATED RIGHTS OF WAY INCLUDED WITHIN TRACT 10680 WHEREVER REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD BEDS OCCUPYING THE FULL WIDTH OF SAID PORTIONS, ALSO THE PRIVILEGE AND RIGHT TO PLANT AND MAINTAIN GRASS, PLANTS, AND/OR TREES ON SAID SLOPES FOR SOIL EROSION PROTECTION OF SAME. SAID PRIVILEGE AND RIGHT SHALL BE SUPERIOR TO THE RIGHT OF GRANTEES AND THEIR HEIRS AND ASSIGNS TO LATERAL SUPPORT

Don H. Lander Margaret Lander  
DON H. LANDER MARGARET LANDER  
Beatrice R. Haynes Beatrice E. Lewis  
BEATRICE R. HAYNES BEATRICE E. LEWIS  
BENEFICIARY BENEFICIARY

### ENGINEER'S CERTIFICATE

I, WILLIAM H. WARNER, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 2 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION IN PART OF 1974, AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET, IN SUCH POSITIONS OR OF BEARS THEREON ~~DATE: 07/13/1982~~ IN ACCORDANCE WITH SECTION 64245 AND 64246 OF THE SUBDIVISION MAP ACT AND OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPEATED.

William H. Warner July 13, 1982  
WILLIAM H. WARNER, E.C.E. 73250, ENGINEER

### ACCEPTABLE CERTIFICATE

I HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO FULLY APPROVED THE ANNEXED MAP OF TRACT 10680 AND ACCEPTED SUBJECT TO ITS IMPROVEMENT IN ACCORDANCE WITH COUNTY STANDARDS ORANGE TRAIL, GRAND AVENUE, SAVALO TRAIL, TADDS CIRCLE AND LISA CIRCLE AND ALSO ACCEPTED THE VEHICULAR ACCESS AND THE SLOPE RIGHTS, BUT REJECTED THE SAN BERNARDINO COUNTY DRAINAGE EASEMENT AND THE SIDEWALK EASEMENTS AS SHOWN ON THE ANNEXED MAP.

DATE: January 23, 1984  
MARTHA M. SHERIDAN CHIEF OF THE BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO  
BY: Charles Schickel DEPUTY

### COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREON AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CHAPTER 7, TITLE 9, OF THE SAN BERNARDINO COUNTY CODE HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY PERFECT.

DATE: 1-20-84  
REGENT F. EHR COUNTY SURVEYOR  
COUNTY OF SAN BERNARDINO  
BY: Raymond C. Patton DEPUTY

### AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THE ANNEXED MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OF SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATE: Feb. 13, 1984  
LEONEL MACKAY COUNTY AUDITOR  
COUNTY OF SAN BERNARDINO  
BY: Carol A. Sauer DEPUTY

### NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
ON THIS 9th DAY OF July, 1982, BEFORE ME, KATHERINE LIX A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DON H. LANDER AND MARGARET LANDER KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

Katherine Lix  
KATHERINE LIX  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.  
MY COMMISSION EXPIRES: AUG. 16, 1985

### NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
ON THIS 9th DAY OF July, 1982, BEFORE ME, KATHERINE LIX A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BEATRICE R. HAYNES AND BEATRICE E. LEWIS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AS BENEFICIARIES, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

Katherine Lix  
KATHERINE LIX  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.  
MY COMMISSION EXPIRES: AUG. 16, 1985

### NOTES AND LEGEND

THE BASIS OF BEARINGS FOR THIS TRACT IS THE CENTERLINE OF ORANGE TRAIL BEING N 89°44'19" E PER TRACT NO. 70920-1, 2" x 2" REDWOOD NAILS PAINTED WHITE AND TAGGED S.C.E. 23274 TO BE SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.  
SOILS REPORT WAS PREPARED BY J.L. WIDELL, E.C.E. 73156, ON APRIL 11, 1979 AND FILED WITH THE SAN BERNARDINO COUNTY OFFICE OF BUILDING AND SAFETY.  
THIS SUBDIVISION CONTAINS 50 LOTS.

- INDICATES FOUND MONUMENTS AS NOTED.
- INDICATES 1" I.P., TAGGED S.C.E. 23258, TO BE SET. CENTERLINE MONUMENTS TO BE SET 1" BELOW FINISH PAVEMENT.
- INDICATES MONUMENTS TIED OUT AS SHOWN ON THE SCHEDULE OF TIES. SCHEDULE OF TIES WILL BE FILED WITH THE COUNTY SURVEYOR.
- INDICATES BUILDING SETBACK LINE.
- INDICATES COUNTY SURVEYOR'S FIELD BOOK.
- INDICATES SAN BERNARDINO COUNTY DRAINAGE EASEMENT.
- INDICATES COUNTY SURVEYOR'S MONUMENT.

**BOARD OF SUPERVISORS'S CERTIFICATE**  
I HEREBY CERTIFY THAT A RESOLUTION THE SIGN OF SEAS GO HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, CONDITIONED UPON PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, SUBJECT TO THE TIER OF FILED OF THE ANNEXED MAP, WITH THE COUNTY RECORDS AND A LIX, AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVISION HAS BEEN FILED WITH AN A CERTIFICATE BY THE PROPER OFFICER CARRYING HIS RESPECT OF THE PROVISIONS OF SAID TAXES AND ASSESSMENTS, AND SAID BOARD HAS BEEN ADJUDICATED BY THE BOARD OF SUPERVISORS.

Robert D. Bingham CHIEF OF THE BOARD OF SUPERVISORS, COUNTY OF SAN BERNARDINO  
BY: \_\_\_\_\_ DEPUTY

10680

84-02,018  
FILED REQUEST OF  
U.S. Col. Line, Lns. Co.  
ON JANUARY 27, 1984  
AT 11:26 A.M.  
BOOK 70 PAGE 86/87  
OF M.A.S.  
SAN BERNARDINO CO. RECORDER  
FEE 8.00

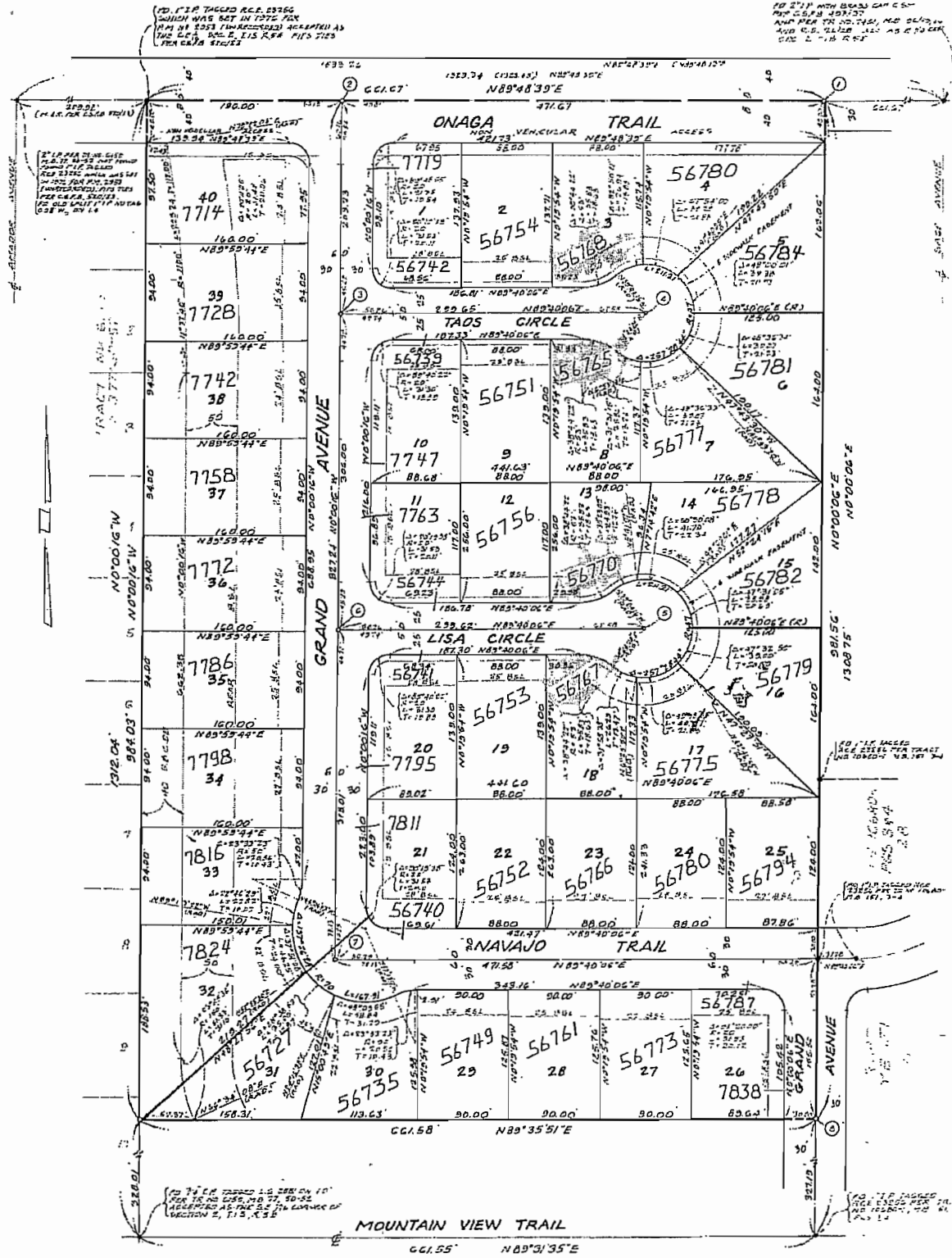
1067

# TRACT NO 10680

IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 2, TOWNSHIP ONE SOUTH, RANGE 5 EAST, S.B.M.

WARNER ENGINEERING



NO. 1787 TRACKED REC. 03766  
 WHICH WAS SET BY THE COM.  
 MAY 11 1953 (UNRECORDED) ACCEPTED AS  
 THE C.E. REC. E. 115 R.R. FILE 7125  
 PER 6288 REC'D

NO. 2711 WITH BEARS CAP C 57  
 REC. 0378 107107  
 AND PER TR. NO. 7420, REC. 0378 107107  
 AND REC. 0378 107107 AND NO. 2711  
 REC. 0378 107107

NO. 716 TRACKED REC. 03766  
 WHICH WAS SET BY THE COM.  
 MAY 11 1953 (UNRECORDED) ACCEPTED AS  
 THE C.E. REC. E. 115 R.R. FILE 7125  
 PER 6288 REC'D

NO. 1787 TRACKED REC. 03766  
 WHICH WAS SET BY THE COM.  
 MAY 11 1953 (UNRECORDED) ACCEPTED AS  
 THE C.E. REC. E. 115 R.R. FILE 7125  
 PER 6288 REC'D

NO. 74 CAP TRACKED REC. 03766  
 WHICH WAS SET BY THE COM.  
 MAY 11 1953 (UNRECORDED) ACCEPTED AS  
 THE C.E. REC. E. 115 R.R. FILE 7125  
 PER 6288 REC'D

NO. 716 TRACKED REC. 03766  
 WHICH WAS SET BY THE COM.  
 MAY 11 1953 (UNRECORDED) ACCEPTED AS  
 THE C.E. REC. E. 115 R.R. FILE 7125  
 PER 6288 REC'D

1067





# TRACT NO 10680-1

IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN

WARNER ENGINEERING  
YUCCA VALLEY - CALIFORNIA

NOTES:

THE BASIS OF BEARINGS FOR THIS TRACT IS THE EAST LINE OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN.

① INDICATES MONUMENTS TIED OUT AS SHOWN ON THE SCHEDULE OF TIES. SCHEDULE OF TIES WILL BE FILED WITH THE COUNTY SURVEYOR.

② INDICATES 1/4" TAGGED R.C.E. 22556 TO BE SET. CENTERLINE MONUMENTS TO BE SET 1/2" BEYOND FINISH PAVEMENT. B.S.L. INDICATES BUILDING SETBACK LINE. THE SUBDIVISION CONTAINS 28 LOTS.

SOIL REPORT WAS MADE BY J.L. RIDDLELL R.C.E. NO. 13144 ON APRIL 11, 1977, AND FILED WITH THE COUNTY DEPARTMENT OF BUILDING AND SAFETY.

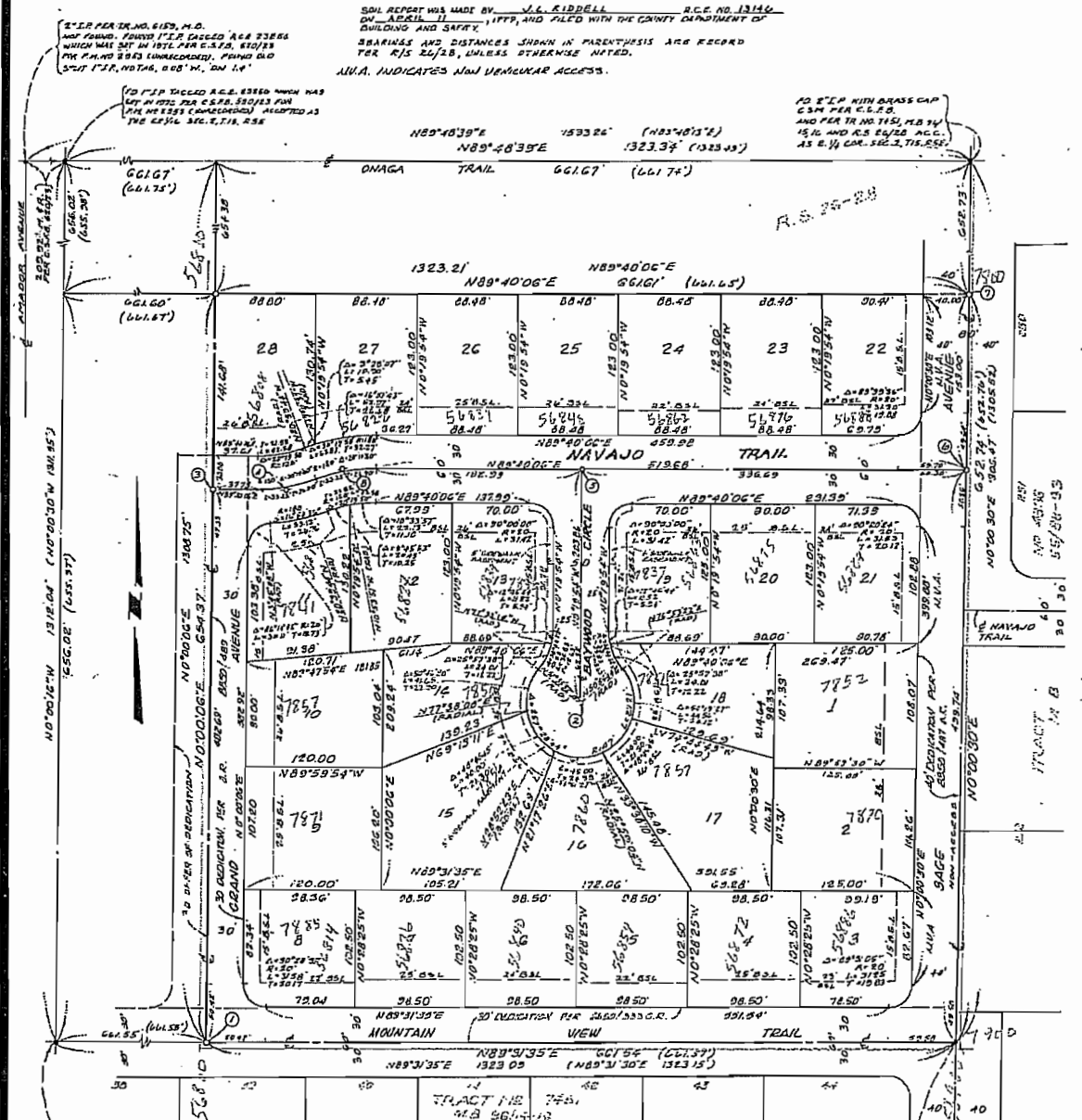
BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE RECORD PER R/S 26/28, UNLESS OTHERWISE NOTED.

U.V.A. INDICATES NEW VEHICULAR ACCESS.

10 2" I.P. TAGGED R.C.E. 23350 WHICH WAS SET IN 1976 PER C.S.F. 670/73 PER R/S 26/28 UNLESS OTHERWISE NOTED AS THE S.W. CORNER OF T.18, R.5E

10 2" I.P. TAGGED R.C.E. 23350 WHICH WAS SET IN 1976 PER C.S.F. 670/73 PER R/S 26/28 UNLESS OTHERWISE NOTED AS THE S.W. CORNER OF T.18, R.5E

10 2" I.P. WITH BRASS CAP C.S.M. PER C.L.E.S. AND PER TR NO 1151, P.B. 14 15, 16 AND A.S. 24/28 ACC. AS E.W. COR. SEC. 2, T.18, R.5E



10 2" I.P. TAGGED R.C.E. 23350 WHICH WAS SET IN 1976 PER C.S.F. 670/73 PER R/S 26/28 UNLESS OTHERWISE NOTED AS THE S.W. CORNER OF SECTION 2, T.18, R.5E

10 2" I.P. TAGGED R.C.E. 23350 WHICH WAS SET IN 1976 PER C.S.F. 670/73 PER R/S 26/28 UNLESS OTHERWISE NOTED AS THE S.W. CORNER OF SECTION 2, T.18, R.5E

10680-1

151/4

AGREEMENT

JAN 23 1984

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by and between the COUNTY OF SAN BERNARDINO, State of California, hereinafter called "County" and Don M. Lander and Margaret Lander hereinafter called "Owner".

WITNESSETH

FIRST: That the Owner for and in consideration of the acceptance by the County Board of Supervisors, of the public rights of way offered for dedication in Tract No. 10680, hereby agrees, at his (its) own cost and expense, to furnish all equipment, labor, and material necessary, and before the expiration of two years from the date hereof, to perform and complete in a good and workmanlike manner all work and improvements, in said tract, according to Plans and Profiles approved \_\_\_\_\_ and Standard Drawings and Specifications, and to do all the work incidental thereto, which said Plans, Profiles, Standard Drawings and Specifications are on file in the office of the County Engineer and are hereby made a part of this agreement. That said work and improvements shall be done under the supervision of, and to the satisfaction of said County Engineer and shall not be deemed complete until approved and accepted as completed by the Board of Supervisors of the County. That the estimated cost of said work and improvements is the sum of ONE HUNDRED FOURTEEN THOUSAND AND NO/100 Dollars (\$ 114,000.00 ).

SECOND: The County, the County Engineer and all officers and employees of the County Transportation Department shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any of the materials or other things used or employed in performing the work; or for any injury to any person or persons, either workmen or anyone employed by him; against all of which injuries or damages to persons and property of the Owner or his contractor having control over such work must properly guard.

THIRD: The Owner shall indemnify and save harmless the County, the County Engineer and all officers and employees of the County Transportation Department from all suits or actions of every name, kind, or description brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Owner, his contractor or agents or employees of them, in the performance of the work required hereunder.

FOURTH: It is further agreed that said Owner will at all times from the acceptance by the Board of Supervisors of the public rights of way offered for dedication in said Tract, up to the completion and acceptance of said work and improvements by said Board, give good and adequate warning to the traveling public of each and every defective or dangerous condition existent on said rights of way and will protect the traveling public from such defective or dangerous conditions. That it is understood and agreed that until the completion of all the improvements herein agreed to be performed, any proposed road rights of way not accepted as improved shall not be accepted into the County Maintained Road System and said Owner may, with approval of the County Engineer, close all or a portion of any street whenever it is deemed necessary to protect the traveling public during the making of the improvements herein agreed to be made. And the Owner hereby agrees to pay for such inspection of the work and improvements as may be required by the County.


FIFTH: It is further agreed by the parties hereto, that the Owner will furnish two good and sufficient bonds in accordance with Section 11612, Business and Professions Code, State of California. Such bonds may be in one or more of the following forms: (1) a cash deposit, (2) a bond by one or more duly authorized corporate sureties, or (3) an instrument of credit from one or more financial institutions subject to regulation by the state or federal government, pledging that the funds necessary to meet the performance are on deposit and guaranteed for payment, and agreeing that the funds designated by the instrument shall become trust funds for the purposes as above set forth.

Said bonds shall be in the amounts and for the following purposes:

(a) an amount equal to the total estimated cost of the improvement, conditioned upon the faithful performance of the agreement, and (b) an additional amount equal to one-half the total estimated cost of the improvement securing payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them for the improvements. Should the sureties on said bond, or either of them become insufficient, said Owner agrees to renew said bond with good and sufficient sureties, within ten days after receiving notice that said sureties are insufficient. Bonds as herein required shall remain in full force and effect until all work is completed and accepted by the County.

SIXTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds attached to this agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by the Board of Supervisors and shall in no way effect the validity of this agreement or release the surety or sureties on the bonds attached hereto. It is understood, in the event of such extension of time of completion of the work required hereunder, that the County may re-estimate the value of uncompleted work based upon the current estimate unit prices and if deemed necessary, to adjust bond amounts accordingly.

ATTEST:

  
Clerk of the Board of the  
County of San Bernardino

By *Ester Hohenbrant*  
(Deputy)

COUNTY OF SAN BERNARDINO

By *[Signature]*  
Chairman of the Board of Supervisors

\_\_\_\_\_  
(Name of Owner)  
By *Don M. London*  
*Manager*  
(Title)

AMERICAN MOTORISTS INSURANCE COMPANY

Home Office: Long Grove, IL 60049



POWER OF ATTORNEY

Know All Men By These Presents:

That the American Motorists Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office in Long Grove, Illinois, does hereby appoint .....

A. F. Barker and Jacqueline Rhodes of Los Angeles, California (EACH)\*\*\*\*\*

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver during the period beginning with the date of issuance of this power and ending December 31, 1984, unless sooner revoked for and on its behalf as surety, and as its act and deed: Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds ONE MILLION DOLLARS----- (\$1,000,000.00)\*\*\*\*\*

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the American Motorists Insurance Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said American Motorists Insurance Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Long Grove, Illinois.

THIS APPOINTMENT SHALL CEASE AND TERMINATE WITHOUT NOTICE AS OF DECEMBER 31, 1984

This Power of Attorney is executed by authority of a resolution adopted by the Board of Directors of said American Motorists Insurance Company on May 15, 1939 at Chicago, Illinois, a true and accurate copy of which is hereinafter set forth and is hereby certified to by the undersigned Secretary or Assistant Secretary as being in full force and effect:

"VOTED, That the President or any Vice President or Secretary or any Assistant Secretary shall have power and authority to appoint agents and attorneys in fact, and to authorize them to execute on behalf of the company, and attach the seal of the company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such officer of the company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Board of Directors of the company at a meeting duly called and held on the 22nd day of May, 1963:

"VOTED, That the signature of the President, any Vice President, Secretary or Assistant Secretary, and the Seal of the Company, and the certification by any Secretary or Assistant Secretary, may be affixed by facsimile on any power of attorney executed pursuant to resolution adopted by the Board of Directors on May 16, 1962, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

In Testimony Whereof, the American Motorists Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officers, this 20th day of September, 19 82

Attested and Certified:

AMERICAN MOTORISTS INSURANCE COMPANY

[Signature of R.H. Johnson]



By [Signature of G.H. Kasbohm]

R.H. Johnson, Secretary

G. H. Kasbohm, Vice President

STATE OF ILLINOIS }  
COUNTY OF COOK }<sup>55</sup>

I, Genevieve B. Huff, a Notary Public, do hereby certify that G. H. Kasbohm and R. H. Johnson personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the American Motorists Insurance Company, a Corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act for the uses and purposes therein set forth.

My commission expires: May 5, 1986



[Signature of Genevieve B. Huff]

Genevieve B. Huff, Notary Public

PRINTED IN U.S.A.

IM 8316-2 B-82 1M  
Power of Attorney-Term

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, DON M. LANDER & MARGARET LANDER  
(Owners)

as Principal, and AMERICAN MOTORISTS INSURANCE COMPANY  
(Bonding Company)

organized and existing under the laws of the State of ILLINOIS  
and authorized to act as Surety in the State of California, as Surety, are held  
and firmly bound unto the COUNTY OF SAN BERNARDINO, State of California, in the  
just and full sum of SEVENTY-SEVEN THOUSAND AND NO/100  
-----Dollars (\$77,000.00), lawful money of the United  
States, for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, administrators, executors, successors and assigns, jointly and  
severally, firmly and by these presents.

The condition of the foregoing obligation is such that whereas said  
Principals have entered into or about to enter into the annexed agreement  
with the County of San Bernardino, pursuant to the authority of the Subdivision  
Map Act of the State of California, for the improvement of the streets and ease-  
ments offered for dedication on the final map of Subdivision Tract No. 10680  
or to be improved in connection with said subdivision and whereas this bond is  
required by said County in connection with the execution of said agreement.

NOW THEREFORE, if the said principal or the subcontractors of said  
principal shall fail to pay for any materials, provisions, provender or other  
supplies or use of implements or machinery used in, upon, for or about the  
performance of the work contracted to be done, or for any work or labor done  
thereon of any kind or for amounts due under the Unemployment Insurance Act with  
respect to such work or labor, the said Surety will pay the same to an amount  
not exceeding the sum above specified in this Bond, and in case suit is brought  
upon this Bond, a reasonable attorney's fee to be fixed by the court. This  
Bond shall inure to the benefit of any and all persons, companies, and corpora-  
tions entitled to file claims under Title 15 (commencing with Section 3082) of  
Part 4 of Division 3 of the Code of Civil Procedure of the State of California,  
and all such persons, companies, and corporations and their assigns shall have  
a right of action in any suit brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the  
agreement or to the work or improvements to be performed thereunder or to the  
plans or specifications attached to said agreement shall in any wise affect its  
obligations on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or additions to the terms of the agreement or to  
the work or improvements or to the plans or specifications.

In the event suit is brought upon this Bond by the County and judgment  
is recovered, the Surety shall pay all costs incurred by the County in such suit,  
including a reasonable attorney's fee to be fixed by the Court.

WITNESS OUR HANDS this 13th day of JANUARY, 19 84.

Don M. Lander  
DON M. LANDER Principal

AMERICAN MOTORISTS INSURANCE COMPANY  
Surety

Margaret Lander  
MARGARET LANDER Principal

Jacqueline Rhodes  
Attorney-in-fact  
JACQUELINE RHODES

NOTE: Acknowledgments of execution by Principals and Surety must be attached.  
Bond must be attached to agreement, plans, and specifications.

AL BARKER BONDS

P. O. Box 57903

Los Angeles, CA 90057-0903

(213) 383-2168

BOND FOR IMPROVEMENT OF SUBDIVISION

BOND NO. 3SM 567 99400

PREMIUM \$2,166.00

EXECUTED IN TRIPLICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE DON M. LANDER & MARGARET LANDER  
(Owners)

As Principal, and AMERICAN MOTORISTS INSURANCE COMPANY  
(Bonding Company)

organized and existing under the laws of the State of ILLINOIS,  
and authorized to act as Surety in the State of California, as Surety, are held  
and firmly bound unto the COUNTY OF SAN BERNARDINO, State of California, in the  
just and full sum of ONE HUNDRED FOURTEEN THOUSAND AND NO/100-----

Dollars (\$114,000.00), lawful money of the United States, for the payment  
of which, well and truly to be made, we bind ourselves, our heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly and by these  
presents.

The condition of the foregoing obligation is such that whereas said  
Principal<sup>s</sup> have entered into or about to enter into the annexed agreement  
with the County of San Bernardino, pursuant to the authority of the Subdivision  
Map Act of the State of California, for the improvement of the streets and ease-  
ments offered for dedication on the final map of Subdivision Tract No. 10680  
or to be improved in connection with said subdivision and whereas this bond is  
required by said County in connection with the execution of said agreement.

NOW THEREFORE, if the said principal<sup>s</sup> shall and truly do and perform  
all of the covenants and obligations of said agreement on part to be  
done and performed at the time and in the manner specified therein, then the  
above obligation shall be void and of no effect; otherwise it shall be and  
remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the  
agreement or to the work or improvements to be performed thereunder or to the  
plans or specifications attached to said agreement shall in any wise affect its  
obligations on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or additions to the terms of the agreement or to  
the work or improvements or to the plans or specifications.

In the event suit is brought upon this bond by the County and judgment  
is recovered, the Surety shall pay all costs incurred by the County in such suit,  
including a reasonable attorney's fee to be fixed by the Court.

WITNESS OUR HANDS this 13th day of JANUARY, 19 84.

Don M. Lander  
Principal  
DON M. LANDER

AMERICAN MOTORISTS INSURANCE COMPANY  
Surety

Margaret Lander  
Principal  
MARGARET LANDER

Jacqueline Rhodes  
Attorney-in-fact  
JACQUELINE RHODES

NOTE: Acknowledgments of execution by Principals and Surety must be attached.  
Bond must be attached to agreement, plans and specifications.

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Debra Breidenbach-Sterling, Human Resources Manager  
**Date:** August 26, 2014  
**For Council Meeting:** September 2, 2014

**Subject:** Award of Out of Class Compensation

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

**Recommendation:** That the Town Council award working out of class pay to the Deputy Town Manager for assuming the duties of Acting Town Manager from August 20, 2013 to July 15, 2014.

**Order of Procedure:**

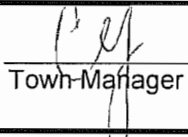
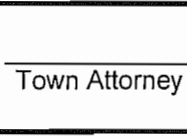
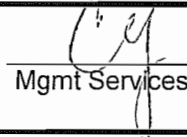
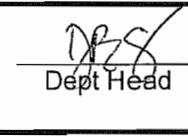
- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda Item)

**Discussion:** On August 20, 2013, the Deputy Town Manager assumed the role of Acting Town Manager by operation of law under Yucca Valley Municipal Code section 2.08.040 as authorized by the Town Council. Per the Town of Yucca Valley's Personnel Rules, Policies and Procedures, an employee working out of class for more than three weeks shall be compensated at a rate that is 5% above his/her previous salary for the duration of time he/she is working out of class.

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

**Fiscal impact:** The recommended action will result in one-time cost of approximately \$6,900.00 and are accommodated by the FY 2014-16 adopted budget.

---

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

---

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





Program is one of several initiatives funded by the Housing and Emergency Shelter Trust Fund Act of 2003 (Proposition 1C). The Program is designed to encourage cities and counties to develop new residential housing by rewarding those jurisdictions that approve housing affordable to lower-income households by funding the creation and renovation of community parks.

With the issuance of the building permits associated with the senior housing development project sponsored by National CORE, the Town became eligible for application of a program grant.

The application period to apply for funding under the Housing-Related Parks (HRP) Program closed on January 22, 2014. On July 1, 2014, the Town was preliminarily awarded grant funds in the amount of \$168,700.

**Financial Impact:** None with this time.

**Alternatives:** None recommended.

**Attachments:** Authorizing resolution

## RESOLUTION NO. 14-

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT

WHEREAS,

- A. The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program.
- B. Town of Yucca Valley (Applicant) desires to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program.
- C. The Department is authorized to approve funding allocations for the HRP Program, subject to terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

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

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released October 2013 for the 2013 Designated Program Year. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in **Exhibit A** of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. That Town Manager or designee is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

---

MAYOR

ATTEST:

---

TOWN CLERK



**Alternatives:** Accept the return of funding back to the Town and remit the funds to the unassigned fund balance for future use.

**Fiscal impact:** Returning the funds to the Center for other programming will have no fiscal impact. These funds are already appropriated in FY2014-15.



## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** August 26, 2014  
**Council Meeting:** September 2, 2014  
**Subject:** Warrant Register September 2, 2014

### Recommendation:

Ratify the Payroll Registers total of \$ 148,842.70 for checks dated August 1, 2014 and Warrant Registers total of \$ 141,076.73 for checks dated August 21, 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)

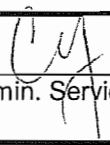
### Attachments:

Payroll Register No. 04 dated August 01, 2014 total of \$ 148,842.70  
Warrant Register No. 11 dated August 21, 2014 total of \$ 141,076.73

Reviewed By:

  
Town Manager

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

  
Admin. Services

  
Finance

\_\_\_\_ Department Report

Consent

\_\_\_\_ Ordinance Action

Minute Action

\_\_\_\_ Resolution Action

\_\_\_\_ Receive and File

\_\_\_\_ Public Hearing

\_\_\_\_ Study Item

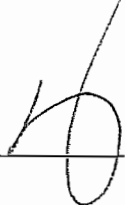
TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 04  
CHECK DATE - August 01, 2014

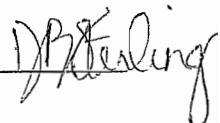
Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$137,463.06
Gas Tax Fund	11,379.64
Successor Agency	0.00 **
	<hr/>
<b>Grand Total Payroll</b>	<b>\$148,842.70</b>
	<hr/> <hr/>

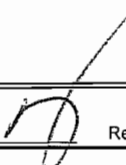
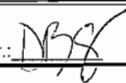
\*\*This is not an obligation of the Town of Yucca Valley.

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 04 - Paid 08/01/2014  
 (July 12, 2014 - July 25, 2014)  
 Checks: 4930 - 4939

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$5,241.07		\$5,241.07
Direct Deposit	74,810.22	-	74,810.22
Sub-total	80,051.29		80,051.29
<b><u>Employee Tax Withholding</u></b>			
Federal	13,666.52		13,666.52
Medicare	1,500.53	1,500.54	3,001.07
SDI - EE	-	-	-
State	4,140.35		4,140.35
Sub-total	19,307.40	1,500.54	20,807.94
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	3,118.65	949.47	4,068.12
PERS Survivor Benefit	37.00		37.00
Health Café Plan	809.49	11,854.30	12,663.79
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 %	355.71		355.71
PERS EE - Contribution 7%	998.36		998.36
PERS EE - Contribution 8%	4,946.60		4,946.60
PERS Retirement - Employer 6.25 %	-	355.71	355.71
PERS Retirement - Employer 7.846 %	-	1,141.70	1,141.70
PERS Retirement - Employer 18.586 %	-	13,148.09	13,148.09
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		906.16	906.16
Other Post Employee Benefit's		2,654.91	2,654.91
Unemployment Insurance		1,830.92	1,830.92
Workers' Compensation		4,185.14	4,185.14
Sub-total	10,957.07	37,026.40	47,983.47
<b>Gross Payroll</b>	<b>\$110,315.76</b>	<b>\$38,526.94</b>	<b>\$148,842.70</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER #11  
CHECK DATE - AUGUST 21, 2014**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 45283 to # 45365 are valid

GENERAL - FUND # 001	\$83,315.75
INTERNAL SERVICE FUND # 100	272.59
CUP DEPOSITS - FUND # 200	24,633.36
STREET MAINTENANCE - FUND # 515	22,925.46
LTF FUND # 516	2,027.00
MEASURE I 2010-2040 REGIONAL FUND # 520	1,416.95
MEASURE I 2010-2040 FUND # 524	4,715.63
PUBLIC LANDS FEDERAL GRANT FUND # 527	1,766.40
TOWN HOUSING FUND # 632	3.59
<b>GRAND TOTAL</b>	<b><u><u>\$141,076.73</u></u></b>

Prepared by Shirlene Doten, Accounting Technician III

Reviewed by Sharon Cisneros, Senior Accountant

Approved by Curtis Yakimow, Administrative Services Director

# Town of Yucca Valley

## Warrant Register

August 21, 2014

Fund	Check #	Vendor	Description	Amount
001		GENERAL FUND		
	45283	Ryan Brennan	Paradise Park Program	\$ 1,150.00
	45285	Aaron Ahmadi-McDowell	Lifeguard Training	110.00
	45286	Alsco/American Linen, Inc.	Facilities Uniform Service	238.78
	45287	Janet Anderson	09/14 Medical Insurance	1,317.60
	45288	Doug Anderson	Senior Dance Performance	250.00
	45289	Arrowhead Mountain Water	Office Supplies	196.89
	45290	Big 5 Corp.	Aquatics Program Supplies	19.42
	45291	Builders Supply-Yucca Valley	Maintenance Supplies	133.82
	45292	Burrtec Environmental	Summer Concert Program	274.55
	45293	CA Dept Consumer Affairs	Membership Dues	115.00
	45294	Companion Animal Clinic	Veterinary Supplies & Services	80.00
	45295	Corelogics Information Solutions	Code Enforcement Svs.	165.00
	45296	CPRS - Calif Park & Rec Soc	Membership Renewal	145.00
	45298	Crest Automation	Parks Equipment	778.00
	45299	D & D Disposal, Inc.	Professional Animal Services	4,272.00
	45300	Desert Pacific Exterminators	Animal Shelter Services	49.00
	45301	Desert Arc	Park Maintenance Service	4,095.00
	45302	Susan Earnest	Paradise Park Program	200.00
	45303	Elite Roofing	Buma Blg roof repair	4,200.00
	45306	Fulton Distributing Co.	Animal Shelter Janitorial Supplies	305.80
	45307	Thomas Geiger	Lifeguard Training	110.00
	45308	Gov't Finance Officers Assoc.	Membership Dues	150.00
	45309	Totalfunds by Hasler	Postage	400.00
	45310	Totalfunds by Hasler	Postage	1,000.00
	45311	Hi-Desert Water	Water Service	92.69
	45312	Honeywell	HVAC Maintenance Contract	10,391.00
	45313	Johnson Machinery Co.	Annual Generator Maintenance	1,097.79
	45314	Heather Kaczmarczk	Contract Instructor	1,071.10
	45316	Michael Lazarescu	Lifeguard Training	110.00
	45318	MuniServices, LLC	Professional Service	475.00
	45319	Morongo Unified School District	Fleet Fuel	3,692.90
	45320	National Notary Association	Membership Renewal	237.00
	45321	Sebastian Nickell	Lifeguard Training	110.00
	45322	NRO Engineering	Engineering Services	1,500.00
	45323	Oasis Office Supply, Inc.	Office Supplies	156.61
	45325	Carl Otteson	Backflow Services	270.00
	45326	Pacific Telemanagement Svs.	09/14 Public Phone Svs.	82.64
	45327	Public Agency Retirement Services	06/14 Trust Administrator Svs.	300.00
	45328	Olivia Paul	Lifeguard Training	110.00
	45329	Phone Solutions	Telephone Maintenance	95.00
	45330	Pool & Spa Center	YVHS Pool Maintenance	89.42

**Town of Yucca Valley**

**Warrant Register**

August 21, 2014

Fund	Check #	Vendor	Description	Amount
	45331	Precision Garage Doors	Facility Maintenance	105.00
	45332	Pro Security	Alarm Monitoring Service	65.00
	45334	Reach Out Morongo Basin	FY 14/15 Partnership Agreement	7,500.00
	45335	SBCO-Recorder	Filing Fees	98.00
	45339	SBCO-Office of the Assessor	Assessor Disk	429.42
	45340	SBCO - Information Services	07/14 Radio Access	2,144.37
	45341	SCE	Electric Service	17,218.88
	45344	Signs by Wanda	Signage	172.80
	45345	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	13.09
	45346	Southwest Networks, Inc.	Technology Support	3,322.04
	45347	T.T.I. Inspections	Vehicle Maintenance	150.00
	45348	That Shirt Place	Summer Volleyball Program	593.48
	45349	Tractor Supply	Shelter Supplies	360.84
	45350	Trophy Express	Engraving Expense	311.15
	45351	Vagabond Welding Supply	YVHS Pool Expense	68.04
	45352	VCA 29 Palms Animal Hospital	Museum Collection Services	248.54
	45353	Verizon	Long Distance Phone Svs.	248.70
	45354	Verizon Business	Shelter Internet Service	390.26
	45355	Valley Independent	Printing Expense	1,992.51
	45356	US Bank Voyager Fleet Systems	Vehicle Fuel	184.62
	45357	Walmart Community	Recreation Supplies	604.50
	45358	Western Museum Association	Membership Dues	75.00
	45359	Libby Wilcox	Lifeguard Training	110.00
	45360	Tricia Williams	Lifeguard Training	110.00
	45362	Guy Wulf	Sports Referee	500.00
	45363	Yucca Valley Quick Lube, LLC	Fleet Oil Change Service	196.98
	45364	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	102.36
	45365	YVHS-Volleyball	Summer Volleyball Camp	1,446.57
	EFT	First Bankcard	Operating Supplies/Conferences	4,916.59
<b>Total 001 GENERAL FUND</b>				<b>\$ 83,315.75</b>
100 INTERNAL SERVICE FUND				
	45323	Oasis Office Supply, Inc.	Copy Paper	\$ 69.10
	45355	Valley Independent	Window Envelope Printing	203.49
<b>Total 100 INTERNAL SERVICE FUND</b>				<b>\$ 272.59</b>

**Town of Yucca Valley**

**Warrant Register**

August 21, 2014

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
<b>200 DEPOSITS</b>				
	45304	FedEx	Delivery Service	\$ 55.86
	45322	NRO Engineering	Engineering Services	24,427.50
	45336	SBCO-Clerk/Board of Supervisors	Notice of Exemption	50.00
	45337	SBCO-Clerk/Board of Supervisors	Notice of Exemption	50.00
	45338	SBCO-Clerk/Board of Supervisors	Notice of Exemption	50.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 24,633.36</b>
<b>515 GAS TAX FUND</b>				
	45284	A Cone Zone, Inc.	Street Name Signs	\$ 712.84
	45286	Alsco/American Linen, Inc.	Streets Uniform Service	56.70
	45291	Builders Supply-Yucca Valley	Maintenance Supplies	73.52
	45297	Crafco, Inc.	Asphalt Supplies	2,773.44
	45305	Flint Trading, Inc.	Street Maintenance Supplies	1,005.85
	45311	Hi-Desert Water	Water Service	138.16
	45317	Matich Corporation	Road Repair Asphalt Supply	10,933.81
	45333	Quality Street Services, Inc.	Street Sweeping Service	4,450.00
	45341	SCE	Electric Service	712.29
	45347	T.T.I. Inspections	Vehicle Maintenance	100.00
	45361	Woods Auto Repair	Street Vehicle Maintenance	1,913.01
	45364	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	55.84
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 22,925.46</b>
<b>516 LTF FUND</b>				
	45322	NRO Engineering	Engineering Services	\$ 2,000.00
	45335	SBCO-Recorder	Filing Fees	27.00
<b>Total 516</b>	<b>LTF FUND</b>			<b>\$ 2,027.00</b>
<b>520 MEASURE I-2010-2040 REGIONAL FUND</b>				
	45304	FedEx	Delivery Service	\$ 331.69
	45342	SCE	Dumosa Signal Project	1,085.26
<b>Total 520</b>	<b>MEASURE I-2010-2040 REGIONAL FUND</b>			<b>\$ 1,416.95</b>
<b>524 MEASURE I - 2010-2040 FUND</b>				
	45341	SCE	Electric Service	\$ 3,965.63
	45343	Siemens Industry, Inc.	Signal Maintenance Service	750.00
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 4,715.63</b>
<b>527 PUBLIC LANDS FEDERAL GRANT FUND</b>				
	45315	LandMark	PLHD Professional Services	\$ 1,766.40
<b>Total 527</b>	<b>PUBLIC LANDS FEDERAL GRANT FUND</b>			<b>\$ 1,766.40</b>

**Town of Yucca Valley**  
**Warrant Register**  
**August 21, 2014**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
632 TOWN HOUSING FUND				
	45324	OnTrac	Delivery Service	\$ 3.59
<b>Total 632 TOWN HOUSING FUND</b>				<b>\$ 3.59</b>
<b>***</b>		<b>Report Total</b>		<b><u>\$ 141,076.73</u></b>

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane R. Stueckle, Deputy Town Manager  
**Date:** August 25, 2014  
**For Council Meeting:** September 2, 2014

**Subject:** Traffic Signal Synchronization, Phase II  
Funding Request  
San Bernardino Associated Governments

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

**Recommendation:** That the Town Council adopts the Resolution, requesting allocation of all remaining CMAQ funding for Phase II Traffic Signal Synchronization, and authorizing the Mayor to sign the funding request letter

**Executive Summary:** The Town received an allocation of CMAQ funding in the amount of \$226,000 for synchronization of traffic signals in the west end of Town in 2010. Approximately \$107,000 in CMAQ funding is estimated to remain at the completion of the approved project. This action requests San Bernardino Associated Governments to allocate the remaining funds to synchronization of the remaining traffic signals within the Town.


**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:** The SANBAG Board allocated \$226,000 to the synchronization of four traffic signals in March 2010. The Town Council awarded the construction contract to DBX, Inc., at their meeting of July 1, 2014. The current synchronization project is scheduled to be completed by October 1, 2014.

Based upon the awarded construction contract, approximately \$107,000 in CMAQ funds are estimated to be remaining at the completion of the project.

Reviewed By:

  
Town Manager

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

  
Mgmt Services

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

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

The attached draft letter requests SANBAG Board allocation of the remaining funds to continue synchronization of the remaining traffic signals on SR 62 including the signal under construction at Church Street and the proposed signal at Dumosa Avenue.

Phase II will require contract design services, review, plan check and Caltrans approval, and authorizations through Caltrans Local Assistance for the expenditure of federal funds (CMAQ). Recommended actions will be brought to the Town Council based upon SANBAG Board determinations.

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

**Fiscal impact:** If approved by the SANBAG Board, an additional \$107,000 in CMAQ funds would be allocated to the Town for signal synchronization on SR 62. With adoption of the current fiscal year budget, the Town Council also appropriated \$120,000 in LTF (Fund 516) funds for Phase II synchronization.

**Attachments:** Resolution NO. 14-  
Draft Funding Request Letter



**RESOLUTION NO. 14-**

**A RESOLUTION OF THE TOWN COUNCIL OF  
THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
REQUESTING THE ALLOCATION OF ALL REMAINING  
CMAQ FUNDS FOR SYNCHRONIZATION OF TRAFFIC  
SIGNALS ON STATE ROUTE 62**

WHEREAS, the Town received an allocation of \$226,000 in CMAQ funding for traffic signal synchronization from the SANBAG Board on March 3, 2010; and

WHEREAS, the Town Council has awarded a construction contract for synchronization of those signals approved under the Town's agreement with SANBAG for the expenditure of awarded CMAQ funds; and

WHEREAS, the Town estimates that approximately \$107,000 in CMAQ funds will be remaining at the time of project completion; and

WHEREAS, the Town desires to address the needs to continue to reduce traffic congestion, traffic delay and to improve air quality through synchronization of traffic signals on SR 62.

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

**SECTION 1:** The Town Council adopts this resolution, requesting SANBAG Board allocation of all remaining CMAQ funds to continue synchronization of all remaining traffic signals on SR 62.

**SECTION 2:** The Town Council authorizes the Mayor to submit the Draft Letter to SANBAG requesting the allocation of all remaining CMAQ funds for synchronization of all remaining traffic signals on SR 62.

APPROVED AND ADOPTED THIS 2<sup>ND</sup> Day of September, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

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

September 2, 2014

Andrea Zurich, Director of Fund Administration/Programming  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 62410-1715

**RE: SR-62 TRAFFIC CONTROL SYNCHRONIZATION, FEDERAL PROJECT NO. CMLN-5466(019); MDAB CMAQ APPROVED ALLOCATION FUNDS OF \$226,000. REQUEST FOR ALLOCATION OF REMAINING \$107,311 CMAQ BALANCE**

Dear Ms. Zurich,

The Town of Yucca Valley submitted an application on July 22, 2009, for allocation of Mojave Desert Air Basin (MDAB) Congestion Mitigation/Air Quality (CMAQ) Funds for Fiscal Year 2009-2010/2010-2011. On March 3, 2010, SANBAG approved an allocation of MDAB CMAQ funds in the amount of \$226,000 to the Town of Yucca Valley for the synchronization of four (4) traffic signals on State Route 62. On August 31, 2011, Caltrans approved Authorization/Agreement Summary (E-76) for design of the federal aid project in the amount of \$50,000, and on March 14, 2014 approved construction funding in the amount of \$68,689. The Town Council, at its meeting of July 1, 2014, awarded the construction bid for the synchronization of the 4 signal lights approved in the Town's application. The construction is anticipated to be completed by September 30, 2014. Total Federal funds expended for the project are estimated at \$118,689, leaving an estimated balance of \$107,311.

In addition to the four (4) traffic signals in this project, there are ten (10) additional traffic signals on State Route 62 where there is also a need to reduce traffic congestion and delay through improved traffic signal timing. Continuing the traffic control synchronization through the town will immensely improve traffic flow, reduce idling time and improve air quality.

The Town of Yucca Valley is requesting SANBAG allocation of the remaining balance of CMAQ funds in the amount of \$107,311 (estimated) to continue traffic control synchronization on State Route 62 from Church Street to La Contenta/Yucca Mesa Road.

Should you have any questions or require more information, please contact Alex Qishta, Project Engineer, at (760) 369-6575 ext. 304.

Best Regards,

ROBERT LOMBARDO  
Mayor

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** August 12, 2014  
**For Council Meeting:** September 2, 2014

**Subject:** Resolution No. 14-  
SR62 & Dumosa Avenue Traffic Signal Project – Town Project No.8456  
Award of Construction Contract  
DBX, Inc., Temecula, CA  
Funding request – San Bernardino Associated Governments

**Prior Council Review:** On May 16, 2013, the Town Council adopted Resolution No.13-21 amending the 2012/2013 FY Budget, and awarded a contract for professional design services to Albert A. Webb Associates for the preparation of plans, specifications and estimates, including bid ready documents, for the design of the traffic signal project at SR 62 and Dumosa Avenue, in the amount of \$72,262.00 and \$3,738.00 for incidental charges (printing, mileage, postage) for a total of \$76,000.

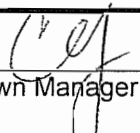

On June 18, 2013, the Town Council approved the Project Funding Agreement between the Town of Yucca Valley and the San Bernardino County Transportation Authority, C13161, for the construction of the Project.

On July 15, 2014, the Town Council adopted a Resolution approving the plans and specifications for Project No. 8456, and authorized Town Clerk to advertise and receive bids.

**Recommendation:** That the Town Council:

- 1- Adopts Resolution No 14- , requesting additional Major Local Highway Program (MLHP) Funds, and authorizing the Mayor to sign the funding request letter, and execute the funding agreement for the new MLHP funds under the same general terms and conditions as the current funding agreement covering the first allocation;
- 2- Awards the construction contract to DBX, Inc., contingent upon SANBAG allocating additional LMHP funds, in the amount of \$588,338 and authorizes a construction contingency in the amount of \$58,662, for a total contract amount of \$647,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary

---

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

---

<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

documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

3. Amend the FY 2014-16 adopted budget as reflected in the attached FY 2014-16 Fund 520 proposed amended budget.

**Executive Summary:** Project No. 8456 involves construction of a signal light at the intersection of SR62 and Dumosa Avenue, and includes all appurtenant labor, materials and equipment.

The Town received an allocation of MLHP funding in the amount of \$471,000 for the design and construction of signal light at the intersection of SR62 and Dumosa Avenue. Based on the bids received, additional funding in the amount of \$300,000 is required to complete the construction of the signal light project. The attached Resolution and letter request \$300,000 in additional MLHP funding from SANBAG to enable this project to be fully funded by MLHP funds.

**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:** The project consists of the construction of a traffic signal at the intersection of SR62 and Dumosa Avenue. The project also includes raised median construction on Dumosa Avenue south of SR62, as well as modifications to the existing turn pockets for east and west bound traffic on SR 62.

On August 19, 2014, the Town received 4 bids for Project No. 8456 as follows:

BIDDER	BASE BID
DBX, Inc.	\$588,338.00
PTM General Engineers	\$694,049.00
Steiny and Company	\$711,400.00
Matich Corporation	\$777,000.00

The lowest apparent bidder is DBX, Inc. of Temecula, California, with a base bid of \$588,338.00. The Town reviewed all 4 bid packages and confirmed that DBX, Inc., is the

lowest responsible and responsive bidder. If awarded by the Town Council, construction is anticipated to begin in November 2014, and to be substantially complete by January 2015.

Concerns have been raised regarding traffic congestion associated with the new signal. To mitigate the impacts of the signal, the new signal light will be synchronized with other signal lights on SR62 to prevent delays and congestion of traffic flow. This task will be completed in Phase II of the Town's Signal Synchronization project.

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

**Fiscal impact:** Funding priority for this project will utilize MLHP funds first, followed by Traffic Safety Funds. The following is a recap of the available funds for the project.

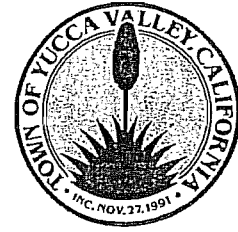
**Estimated Project Cost**

Base Bid Amount	\$588,338.00
Construction Contingency	<u>\$58,662.00</u>
<b>Total Contract Work</b>	<b>\$647,000.00</b>
Indirect Cost Recovery	\$34,000.00
Additional Project Costs	\$5,000.00
<b>Total Project Cost Estimates</b>	<b>\$686,000.00</b>
<b>Estimated Funds for Construction</b>	
Fund 520, MLHP Funds	\$471,000.00
Additional MLHP Funds (requested with this action)	<u>\$300,000.00</u>
<b>Total</b>	<b>\$771,000.00</b>
Design Contract Expenditures:	<u>(\$76,000.00)</u>
<b>TOTAL Available Funds:</b>	<b>\$695,000.00</b>
<b>Total Project Cost Estimate:</b>	<b>\$686,000.00</b>
<b>Estimated Funds Remaining at Project Completion:</b>	<b>\$9,000.00</b>

While the Council appropriated \$225,000 in LTF revenues for this project in the current fiscal year budget, the request for SANBAG to allocate an additional \$300,000 will replace use of the LTF funds so that they can be allocated to other local projects.

**Attachments:** Bidders Summary List  
DBX, Inc. Bid  
Minutes of May 16, 2013, June 18, 2013  
July 15, 2014 Staff Report  
CIP Page  
2014-2015 Budget  
Resolution NO. 14-  
Draft Funding Request Letter  
Initial Funding Agreement

TOWN OF YUCCA VALLEY  
BID OPENING LOG SHEET



BID OPENING DATE: August 14, 2014, 3:00 p.m.

PROJECT DESCRIPTION:  
SR62 / Dumosa Traffic Signal Project  
Town Project No. 8456

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1. <u>Steiny &amp; Co: Inc</u>	<u>\$711,400.-</u>	<u>10%</u>
2. <u>DBX, Inc.</u>	<u>\$588,338.-</u>	<u>10%</u>
3. <u>Matich Corp.</u>	<u>\$777,000.-</u>	<u>10%</u>
4. <u>PTM General Engineer.</u>	<u>\$694,049.-</u>	<u>10%</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Lesley Copeland  
Town Clerk



CONTRACTOR'S PROPOSAL

DBX, Inc.  
Company

42024 Avenida Alvarado  
Address  
suite A  
Temecula, CA 92590

951-296-9909  
Telephone Number

240547  
State License Number

Town of Yucca Valley  
57090 29 Palms Highway  
Yucca Valley, California 92284

Ladies and Gentleman:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project 8456: SR62 & Dumosa Avenue Traffic Signal Project** and read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work and shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "Schedule of Work Items"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
5-11 + 21	westcon construction	81-149 Indio Blvd Indio, CA	A	
19	superior pavement markings	PO BOX 278 beaumont, CA	C-32	
12(p)	G.L. Gayler construction	PO BOX 403 thermal, CA	A, C 8, C 12	
4	Land Survey + Planning Consultants	12470 Skyline Desert Hot Springs		

\* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **Sixty (60) calendar days** from the execution of the first contract. **Project must be completed by November 30, 2014.**



Contractor, and any subcontractors utilized, shall be licensed in accordance with the provisions of the Contractor's License Law, Chapter 9 of Division 3 of the State Business and Professions Code. Additionally, the Contractor must have at the time of bid opening for this project the following classification(s) of Contractor's license and experience:

**Classification A: General Engineering Contractor**  
**Classification C-10: Electrical Contractor.**

**SCHEDULE OF WORK ITEMS "A"**

Project No. 8456,  
SR62 & Dumosa Avenue Traffic Signal Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICE <u>WRITTEN IN WORDS</u>	UNIT PRICE IN FIGURES	EST. AMOUNT
1	1	LS	Storm Water Pollution Prevention/ Erosion Control <i>three thousand Five hundred dollars</i>	<i>3500<sup>00</sup></i>	<i>3500<sup>00</sup></i>
2	1	LS	Traffic Control and Safety <i>sixty five thousand seven hundred twelve dollars</i>	<i>65,712<sup>00</sup></i>	<i>65,712<sup>00</sup></i>
3	1	LS	Clearing, Grubbing, and Grading <i>Fifty Five thousand seven hundred thirty eight dollars</i>	<i>55,738<sup>00</sup></i>	<i>55,738<sup>00</sup></i>
4	1	LS	Construction Survey <i>six thousand Five hundred dollars</i>	<i>6500<sup>00</sup></i>	<i>6500<sup>00</sup></i>
5	500	LF	Minor Concrete (Curb) (CALTRANS A87A, D-4) <i>nineteen dollars</i>	<i>19<sup>00</sup></i>	<i>9500<sup>00</sup></i>
6	1,300	LF	Minor Concrete (Curb and Gutter) (CALTRANS A87A, B2-6) <i>twenty six dollars</i>	<i>26<sup>00</sup></i>	<i>33,800<sup>00</sup></i>
7	200	LF	Minor Concrete (Curb and Gutter) (CALTRANS A87A, A2-8) <i>twenty seven dollars</i>	<i>27<sup>00</sup></i>	<i>5400<sup>00</sup></i>
8	200	SF	Minor Concrete (Sidewalk) (Yucca Valley std. Dwg #220) <i>Five dollars</i>	<i>5<sup>00</sup></i>	<i>1000<sup>00</sup></i>



ITEM NO.	QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICE <u>WRITTEN IN WORDS</u>	UNIT PRICE IN FIGURES	EST. AMOUNT
9	300	SF	Minor Concrete (Cross gutter) (Yucca Valley std. Dwg #200)  <u>nine dollars</u>	<u>9<sup>00</sup></u>	<u>2700<sup>00</sup></u>
10	1	Ea.	Minor Concrete (Curb Ramp) (CALTRANS A88A, Case A) <u>three thousand Five hundred dollars</u>	<u>3500<sup>00</sup></u>	<u>3500<sup>00</sup></u>
11	1	Ea.	Minor Concrete (Curb Ramp) (CALTRANS A88A, Case C) <u>three thousand three hundred dollars</u>	<u>3300<sup>00</sup></u>	<u>3300<sup>00</sup></u>
12	350	Ton	Construct Asphalt Concrete Pavement (4") <u>one hundred sixty dollars</u>	<u>160<sup>00</sup></u>	<u>56000<sup>00</sup></u>
13	200	CY	Class II Aggregate Base (6") <u>ninety dollars</u>	<u>90<sup>00</sup></u>	<u>18000<sup>00</sup></u>
14	2	Ea.	Drainage Inlet (CALTRANS D73, TYPE G2) <u>three thousand Five hundred dollars</u>	<u>3500<sup>00</sup></u>	<u>7000<sup>00</sup></u>
15	2	Ea.	Gutter Depression (CALTRANS D78A, TYPE G2 INLET) <u>eight hundred dollars</u>	<u>800<sup>00</sup></u>	<u>1600<sup>00</sup></u>
16	1	Ea.	Concrete Collar <u>six hundred dollars</u>	<u>600<sup>00</sup></u>	<u>600<sup>00</sup></u>

17	250	LF	18" R.C.P.	<u>eight dollars</u>	<u>8<sup>00</sup></u>	<u>2000<sup>00</sup></u>
18	1	LS	Traffic Signal and Safety Light Two hundred forty nine thousand seven hundred sixteen dollars	<u>249,716</u>	<u>249,716<sup>00</sup></u>	<u>249,716<sup>00</sup></u>
19	1	LS	Pavement Markers, Markings, Legends, Striping, and Signages twenty thousand two hundred seventy two dollars	<u>20,272</u>	<u>20,272<sup>00</sup></u>	<u>20,272<sup>00</sup></u>
20	1	Ea.	Relocate Existing Blow-off Valve Four thousand Five hundred dollars	<u>4,500</u>	<u>4,500<sup>00</sup></u>	<u>4,500<sup>00</sup></u>
21	3500	SF	Install Stamped Concrete in Medians	<u>eight dollars</u>	<u>8<sup>00</sup></u>	<u>28,000<sup>00</sup></u>
22	1	FA	Caltrans Permit Ten Thousand Dollars and Zero Cents	<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>




TOTAL PRICE FOR ITEMS 1-22

588,338<sup>00</sup>

TOTAL PRICE IN WORDS:

Five hundred eighty eight thousand three hundred thirty eight dollars

BIDDER: DBX, Inc.

BY:  DATE August 14, 2014

(If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

DBX, Inc

Jim Perry

President + Sec/Treas.

James C. Perry

Vice President

42024 Avenida Alvarado, Suite A

Temecula, CA 92590

Business Address

Dated: August 14, 2014

By: 

By: Jim Perry, President

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

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the President of DBX, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/14/14 [date], at Temecula [city], California [state].

  
\_\_\_\_\_  
Jim Perry, President

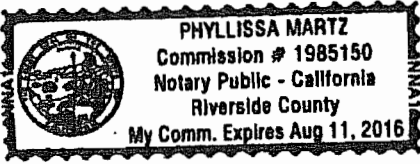


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Riverside }

On 8/14/14 before me, Phyllissa Martz, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Jim Perry  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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: Phyllissa Martz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jim Perry

Corporate Officer — Title(s): President

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

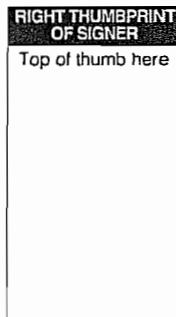
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



DECLARATION OF ELIGIBILITY TO CONTRACT  
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

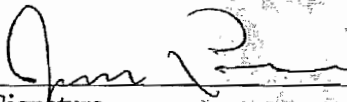
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14 day of August, 2014, at Temecula, California.  
(place of execution)

  
\_\_\_\_\_  
Signature

Jim Perry  
\_\_\_\_\_  
Name (print or type)

President  
\_\_\_\_\_  
Title

DBX, Inc  
\_\_\_\_\_  
Name of company



TOWN of YUCCA VALLEY  
NON-DEBARMENT CERTIFICATION

1. Instructions for Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why they cannot provide the certification set out below. The certification or explanation will be considered in connection with the Town's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Town determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the Town to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Town or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this

covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies to the Federal Government, the Town may terminate this transaction for cause or default.

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

STATE OF California ]

STATE OF California ]

County of Riverside

Jim Perry being first  
(President or duly authorized Company official)

duly sworn deposes and says that he is President

of DBX, Inc  
(official capacity)

with the intention of becoming  
(name of company)

a primary participant on Town of Yucca Valley Construction.

Project 8456  
(Project Number)

and that he certifies to the best of his knowledge and belief that said company and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Further affiant sayeth not.

Jim Perry  
(Signature)

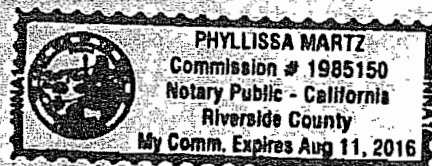
Jim Perry  
(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this 14

Day of August, 2014

Phyllissa Martz  
Notary Public

My commission expires: 8/11/2016







The Guarantee Company of North America USA  
1800 Sutter Street, Suite 735, Concord, CA 94520

**BID BOND**

**BOND NO. 8-B Premium: Nil**

KNOW ALL MEN BY THESE PRESENTS, That we, DBX, Incorporated

as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto Town of Yucca Valley

as Obligee, in the sum of Ten Percent of Amount bid (\$ 10% ) Dollars

for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for

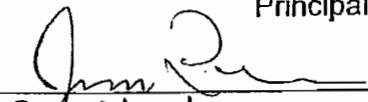
SR62 & Dumosa Avenue Signal Light Project #8456

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

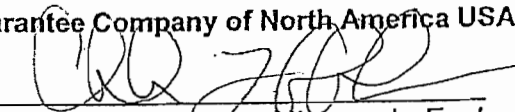
Signed and sealed this 5th day of August, 2014.

\_\_\_\_\_  
(Witness)

BY: DBX, Incorporated  
\_\_\_\_\_  
Principal

ITS:   
\_\_\_\_\_  
President

\_\_\_\_\_  
(Witness)

The Guarantee Company of North America USA  
BY:   
\_\_\_\_\_  
Charles L. Flake, Attorney-In-Fact

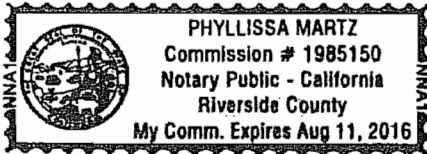
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 8/14/14 before me, Phyllissa Martz, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jim Perry  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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: Phyllissa Martz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jim Perry

Corporate Officer — Title(s): President

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 8-5-14  
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)

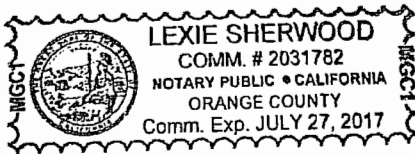
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Lexie Sherwood  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David L. Culbertson, Charles L. Flake, Richard A. Coon, Spencer Flake  
Culbertson Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time; any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of August, 2014.

Randall Musselman, Secretary

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

**Item 5- Rejection of One (1) Claim**

Town Manager Nuaimi introduced the item regarding the submission of one claim by Friederich Koenig on April 25, 2013. Council Member Leone moved to take this item into closed session for discussion. Council Member Huntington seconded. Motion carried, 5-0 on a roll call vote.

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

**Item 8- Budget Amendment, Professional Services Agreement, Design Services, SR 62 @ Dumosa Ave Traffic Signal Project, Albert A. Webb Associates, San Bernardino Associated Governments, Major Local Highways Program Funding, Resolution**

Town Manager Nuaimi reported on the item, explaining the process for awarding the professional services agreement for the design of the traffic signal slated for SR 62 at Dumosa Avenue.

Mayor Pro Tem Lombardo questioned the cost involved if the alternative suggestion by Mr. Cohen was implemented. Nuaimi explained the traffic flow patterns in the vicinity of the senior housing project and the Town Hall complex.

Council Member Huntington inquired about the bidding process for the design services.

Council Member Leone voiced concern with the proposed changes in traffic flow patterns around the Yucca Valley Community Center and expressed that this is the first time hearing that the plan was to limit thru-traffic on Antelope Trail. Leone recommended not having a signal at the Dumosa Ave location.

Council Member Rowe explained that Town Council has had prior discussion on the traffic on Antelope Trail and has received input from residents living on the street. Rowe also asked for clarification on the obligation toward the senior housing project related to the Dumosa signal.

Mayor Abel asked about the traffic signal synchronization program schedule. Deputy Town Manager Stueckle explained that the project plans are approved, the project is fully funded, and waiting for a federal funding letter to move forward. Abel mentioned that he supports the Dumosa signal for additional pedestrian control, especially with the senior housing project, park visitors, and shopping center visitors in this highly used area.

Council Member Huntington commented that there are alternate traffic patterns being proposed such as those included in the Compass Blueprint Civic Center Plan and expressed that he is not concerned about SANBAG approval.

Council Member Leone moved to wait on approving the SR 62 at Dumosa Avenue signal until approval is received from SANBAG. Motion died for a lack of second.

Council Member Leone moved to wait on approving the SR 62 at Dumosa Ave signal until the public has more time to comment on the changes to traffic flow on Antelope Trail. Motion died for a lack of second.

Council Member Huntington moved to Adopt Resolution No. 13-21 amending the 2012/2013 FY Budget, and award a contract or professional design services to Albert A. Webb Associates for the preparation of plans, specifications and estimates, including bid ready documents, for the design of the traffic signal project at SR 62 and Dumosa Avenue, in the amount of \$72,262.00 and \$3,738.00 for incidental charges (printing, mileage, postage) for a total of \$76,000, and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project. Council Member Rowe seconded. Motion carried on a 4-1 roll call vote.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROPRIATING MEASURE I FUND 522, MAJOR ARTERIAL FUNDS, FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE SR 62 AT DUMOSA AVENUE TRAFFIC SIGNAL FOR EXPENDITURES PRIOR TO SAN BERNARDINO ASSOCIATED GOVERNMENTS PROJECT FUNDING

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

**Item 9- Resolution in Support of H.R. 1676 the Johnson Valley National Off-Highway Vehicle Recreation Area Establishment Act**

Town Manager Nuaimi presented the staff report, explaining HR 1676.

Council Member Leone moved to approve Resolution No. 13-22 in support H.R. 1676, the Johnson Valley National Off-Highway Vehicle Recreation Area Establishment Act. Council Member Lombardo seconded. Motion carried 5-0 on a voice vote.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, IN SUPPORT OF H.R. 1676, THE JOHNSON VALLEY NATIONAL OFF HIGHWAY VEHICLE RECREATION AREA ESTABLISHMENT ACT

an RFP before returning the information technology contract in the future. Council Member Lombardo seconded. Motion carried 5-0 on a voice vote.

**Item 9- SR62 @ Dumosa Traffic Signal Project: San Bernardino Associated Governments (SANBAG) Project Funding Agreement C13161**

Council Member Leone stated he was in favor of the funding agreement with SANBAG for the Dumosa Signal, but was opposed to the closure of Antelope Trail.

Fritz Koenig, Yucca Valley spoke in opposition of the Dumosa traffic signal.

Council Member Rowe moved to approve Project Funding Agreement C13161 between the Town of Yucca Valley and SANBAG. Council Member Huntington seconded. Motion carried on a 4-1 voice vote.

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

**PUBLIC HEARING**

**12. Resolution No. 13-24, Annual Assessment Engineer’s report for Previously Formed Street and Draining and Landscape & Lighting Maintenance Districts Levying Annual Assessments Upon Real Property Within the Districts.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CONFIRMING THE ASSESSMENTS AS SET FORTH IN THE ENGINEER’S REPORTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND STREET AND DRAINAGE MAINTENANCE DISTRICTS AND DECLARING ITS INTENT LEVY AND COLLECT ASSESSMENTS UPON REAL PROPERTY WITHIN SAID DISTRICTS FOR THE 2013-14 TAX YEAR

Mayor Abel opened the public hearing and questioned if the Town Clerk has any written communication regarding the street vacation. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report and explained that before the annual assessment can be established, Town Council approval is necessary following a public hearing. The assessment of an annual fee upon properties within the district provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

With no one wishing to speak on the item, Mayor Abel closed the public hearing.

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: July 3, 2014
For Council Meeting: July 15, 2014

Subject: SR62 & Dumosa Avenue Traffic Signal Project – Town Project No.8456
Approval of Plans and Specifications
Authorization to Advertise for Construction

Prior Council Review: On May 16, 2013, the Town Council adopted Resolution No.13-21 amending the 2012/2013 FY Budget, and awarded a contract for professional design services to Albert A. Webb Associates for the preparation of plans, specifications and estimates, including bid ready documents, for the design of the traffic signal project at SR 62 and Dumosa Avenue, in the amount of \$72,262.00 and \$3,738.00 for incidental charges (printing, mileage, postage) for a total of \$76,000.

On June 18, 2013, the Town Council approved the Project Funding Agreement between the Town of Yucca Valley and the San Bernardino County Transportation Authority, C13161, for the construction of the Project

Recommendation: That the Town Council adopts the Resolution, approves the plans and specifications for Project No. 8456, and authorizes the Town Clerk to advertise and receive bids.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The bidding period for this project concludes on August 14, 2014. Bid recommendations will be made to the Town Council in August 2014, with the project construction commencing in October 2014.

Order of Procedure:

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

Reviewed By:

[Signature]
Town Manager

Town Attorney

Mgmt Services

SRS
Dept Head

Department Report Ordinance Action Resolution Action Public Hearing
X Consent Minute Action P.127 Receive and File Study Session

**Discussion:** The project consists of the construction of a traffic signal at the intersection of SR62 and Dumosa Avenue. The project also includes raised median construction on Dumosa Avenue south of SR62, as well as modifications to the existing turn pockets for east and west bound traffic on SR 62.

On April 24, 2013, the Morongo Basin Subarea approved the allocation of \$471,000 in MLHP funds for the design and construction of the traffic signal at the intersection of SR 62 and Dumosa Avenue.

Caltrans has issued the encroachment permit for this project. The bidding period for this Project concludes on August 14, 2014. The award of bid recommendation will be made to the Town Council in August 2014. The construction period for this project is estimated at two month (60 days).

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

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

**Fiscal impact:** The following is the available funds for the project:

Fund 520, MLHP Funds	\$471,000.00
Fund 507, Traffic Safety Allocation	\$225,000.00
<b>Total</b>	<b>\$696,535.00</b>
Design Contract Expenditures:	<u>(\$76,000.00)</u>
<b>TOTAL Available Funds</b>	<b>\$590,353.00</b>

The construction cost estimate for the project is \$403,000 from Albert A. Webb Associates.

**Attachments:** Notice Inviting Bids  
Resolution No. 14-  
5-16-13 Staff Report  
5-16-13 Minutes  
6-18-13 Staff Report  
6-18-13 minutes  
Budget Pages  
CIP Page  
SANBAG Agreement

**SR62 & DUMOSA AVENUE TRAFFIC SIGNAL**

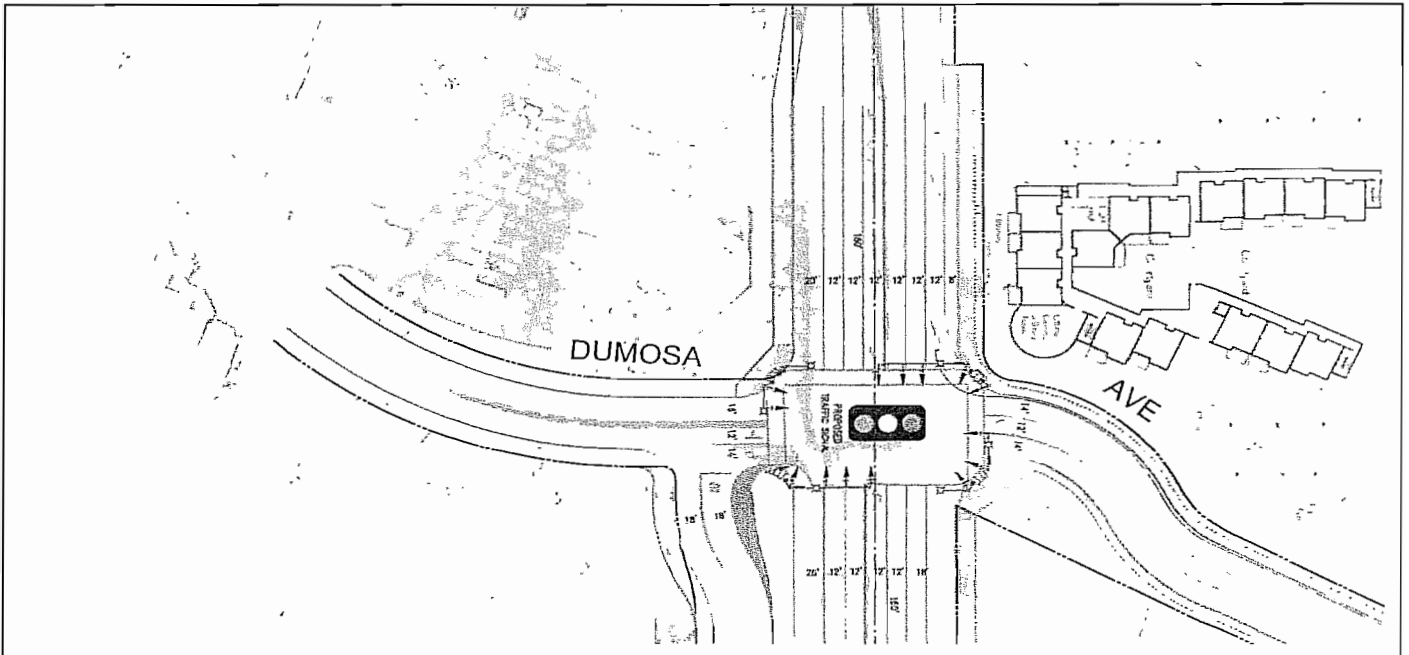
Fiscal Year 2014/2015

Project No: **8456**  
 Category: **Streets & Highways**  
 Description: Construction of a traffic signal at SR62 and Dumosa Avenue including ADA compliant ramps, raised median construction on Dumosa Avenue south of SR62 and modifications to the existing turn pockets for east and west bound traffic on SR62.  
 Limit: SR62 at Dumosa Avenue  
 Status: Final plans submitted to Caltrans for approval – anticipate Mid-May 2014 approval.  
 Schedule:

**Project Cost Estimate**

PA/ED	N/A
PS&E	76,000
ROW/Property Acquisition	N/A
Construction	650,000
<b>Total</b>	<b>726,000</b>

Fund Source	Prior FY 2013/2014			FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
	Budget	Expended	Balance					
Regional Measure I 520	441,535	44,191	397,344	397,344				
Traffic Safety 507				255,000				
<b>Total</b>	<b>441,535</b>	<b>44,191</b>	<b>397,344</b>	<b>652,344</b>				





**Town of Yucca Valley  
FY 2014-16 Amended Budget  
Special Revenue Funds**

Proposed Amended Budget 9/2/14

**520 - Measure I - 2010-40 Regional Funds**

**RECEIPTS**

	2013-14		2014-15	2014-15	2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Revenue SANBAG Regional Funds-MLHP 4164	\$ 696,000	\$ 144,778	\$ 346,000	\$ 851,222	\$ -
Interest	-	-	-	-	-
<b>TOTAL RECEIPTS</b>	<b>696,000</b>	<b>144,778</b>	<b>346,000</b>	<b>851,222</b>	<b>-</b>

**EXPENDITURES**

Indirect Cost Recovery	7999	22,081	2,266	27,791	33,198	-
<b>TOTAL EXPENDITURES</b>		<b>22,081</b>	<b>2,266</b>	<b>27,791</b>	<b>33,198</b>	<b>-</b>

**CAPITAL OUTLAY**

Work in Progress		441,535	56,656	555,825	663,960	-
<b>TOTAL CAPITAL OUTLAY</b>		<b>441,535</b>	<b>56,656</b>	<b>555,825</b>	<b>663,960</b>	<b>-</b>

**OPERATING TRANSFERS IN (OUT)**

Transfer INT - Fund 507	4999	-	-	225,000	-	-
Transfer OUT - Fund 513		(90,000)	(85,500)	-	(4,500)	-
Transfer OUT - Fund 522		(7,384)	(7,384)	-	-	-
Transfer OUT - Fund 527		(135,000)	-	-	(135,000)	-
<b>TOTAL OPERATING TRANSFERS IN (OUT)</b>		<b>(232,384)</b>	<b>(92,884)</b>	<b>225,000</b>	<b>(139,500)</b>	<b>-</b>

**INCREASE (DECREASE) IN  
FUND BALANCE**

	-	(7,028)	(12,616)	14,564	-
--	---	---------	----------	--------	---

**BEGINNING FUND BALANCE**

	-	-	12,616	(7,028)	-
--	---	---	--------	---------	---

**ENDING FUND BALANCE**

	\$ -	\$ (7,028)	\$ -	\$ 7,536	\$ -
--	------	------------	------	----------	------

**520 - Measure I - 2010-40 Regional Funds**

**Work in Progress Detail**

Project	Account	2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Dumosa Traffic Signal	520 55-59 8310 8456	441,535	56,656	555,825	663,960	-
		<b>441,535</b>	<b>56,656</b>	<b>555,825</b>	<b>663,960</b>	<b>-</b>

**RESOLUTION NO. 14-**

**A RESOLUTION OF THE TOWN COUNCIL OF  
THE TOWN OF YUCCA VALLEY, CALIFORNIA,  
REQUESTING ADDITIONAL MLHP FUNDING FOR THE  
CONSTRUCTION OF DUMOSA AVENUE AND SR62  
SIGNAL LIGHT PROJECT**

WHEREAS, the Town received an allocation of \$471,000 in MLHP funding for the design and construction of the SR62 and Dumosa Avenue traffic signal from the SANBAG Board on September 13, 2013; and

WHEREAS, the Town Council has advertised for construction of the traffic signal light under the Town's agreement with SANBAG for the expenditure of awarded MLHP funds; and

WHEREAS, the Town estimates that approximately \$300,000 in additional MLHP funds are needed to construct the traffic signal at SR62 and Dumosa Avenue; and

WHEREAS, the Town desires to address the needs to continue providing residents with safe controlled access to commercial, residential and public use properties.

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

**SECTION 1:** The Town Council adopts this resolution, requesting SANBAG Board allocation of \$300,000 of additional MLHP funds for the traffic signal at SR62 AND Dumosa Avenue.

**SECTION 2:** The Town Council authorizes the Mayor to submit the request letter to SANBAG and sign the Funding Agreement for the additional MLHP funds under the same general terms and conditions as the current funding agreement covering the first allocation.

APPROVED AND ADOPTED THIS 2<sup>ND</sup> Day of September, 2014.

---

MAYOR

ATTEST:

---

TOWN CLERK

September 2, 2014

Andrea Zurich, Director of Fund Administration/Programming  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 62410-1715

**RE: SR-62 AND DUMOSA AVENUE TRAFFIC SIGNAL PROJECT – TOWN OF YUCCA VALLEY  
REQUEST FOR ADDITIONAL MLHP FUNDS**

Dear Ms. Zurich:

The Town of Yucca Valley submitted a request for allocation of Major Local Highway Program (MLHP) Funds for Fiscal Year 2013/14. On September 13, 2013, SANBAG approved an allocation of MLHP funds in the amount of \$471,000 to the Town of Yucca Valley for the design and construction of the traffic signal at the intersection of SR62 and Dumosa Avenue. On August 14, 2014 bids were opened for the project and lowest responsible bidder was at \$588,338 adding contingency in the amount of \$58,662 bring the total construction contract to \$647,000. The Town Council did award the project at their September 2, 2014 meeting.

The Town of Yucca Valley is requesting SANBAG allocation of the additional MLHP funds in the amount of \$300,000 to construct the traffic signal on SR62 and Dumosa Avenue.

Should you have any questions or require more information, please contact Alex Qishta, Project Engineer, at (760) 369-6575 ext. 304.

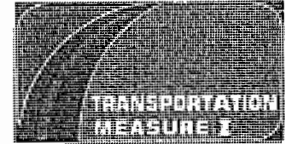
Best Regards,

ROBERT LOMBARDO  
Mayor



**San Bernardino Associated Governments**

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410  
Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

September 16, 2013

Town of Yucca Valley  
Attn: Shane Stueckle  
58928 Business Center Drive  
Yucca Valley, CA 92284

**Subject: NOTICE TO PROCEED – CONTRACT C13161**

Dear Shane Stueckle:

In reviewing the original notice to proceed, dated September 13, 2013 there was an error in the township named that granted approval to begin work on the contract. Please accept this letter as the correct notification that San Bernardino Associated Governments (SANBAG) has reviewed and approved contract C13161 for the Route 62/Dumosa Avenue Traffic Signal Project. The "Notice to Proceed" date for this contract shall be Wednesday, July 10, 2013, on or after which SANBAG grants authorization to the Town of Yucca Valley to begin work on the contract.

SANBAG's Project Manager is Ellen Pollema who is the designated point of contact for all technical issues on this project. You may contact Ellen Pollema at (909) 884-8276 or via email at [epollema@sanbag.ca.gov](mailto:epollema@sanbag.ca.gov).

Should you have any questions or concerns with the contract or this notice, please contact Jeffery Hill at (909) 884-8276 or via email at [jhill@sanbag.ca.gov](mailto:jhill@sanbag.ca.gov).

Sincerely,

Jeffery Hill  
San Bernardino Associated Government  
Procurement/Risk Management/Contract Administrator

Enclosed: Contract C13161

RECEIVED

SEP 18 2013

TOWN OF YUCCA VALLEY  
COM DEV

PROJECT FUNDING AGREEMENT C13161

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF YUCCA VALLEY

FOR

THE STATE ROUTE 62/DUMOSA AVENUE TRAFFIC SIGNAL PROJECT,  
TOWN OF YUCCA VALLEY

THIS Project Funding Agreement (“Agreement”) is made and entered into this 10th day of July, 2013 by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the TOWN OF YUCCA VALLEY (hereinafter referred to as “TOWN”). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (“MLHP”) funds;
- B. The Design, Right of Way, and Construction Phases of the State Route 62/Dumosa Avenue Traffic Signal Project in the TOWN (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains/Desert Subarea MLHP funds;
- D. On July 10, 2013, AUTHORITY’s Board of Directors approved allocation of \$471,000 in Rural Mountains/Desert Subarea MLHP funds to TOWN for the PROJECT;
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;
- F. Parties desire to proceed with the PROJECT in a timely manner;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

H. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT expenditures with MLHP funds.

NOW, THEREFORE, AUTHORITY and TOWN agree to the following:

### SECTION I

#### AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT up to a maximum of \$471,000 in MLHP Funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by TOWN up to a maximum of \$471,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

## SECTION II

### TOWN AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by TOWN, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$471,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by TOWN are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.
3. To abide by all AUTHORITY, TOWN, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY or CALTRANS.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were



used in conformance with this Agreement and for those PROJECT-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.
10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work

together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.


4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or July 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been

initiated or let by TOWN within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, State Route 62/Dumosa Ave. Traffic Signal Project Description of Project and Milestones, and Attachment B, State Route 62/Dumosa Ave. Traffic Signal Project Funding Summary, are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

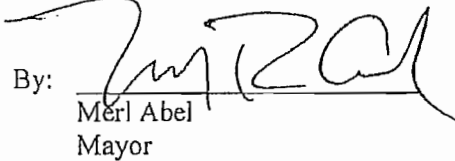
-----SIGNATURES ON FOLLOWING PAGE-----

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By:   
Lailie Rutherford, Chairperson  
W.E. Jahn

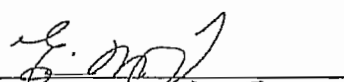
Date: \_\_\_\_\_

TOWN OF YUCCA VALLEY

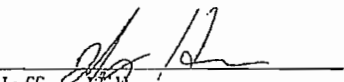
By:   
Merl Abel  
Mayor

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

APPROVED AS TO FORM AND  
PROCEDURE:

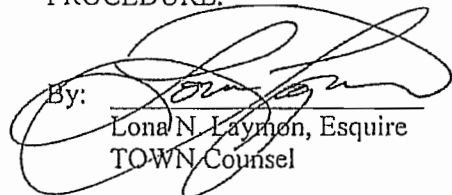
By:   
Eileen Monaghan Teichert  
AUTHORITY General Counsel

Date: 9/5/13

By:   
Jeffery Hill  
Contract Administrator

Date: 8/5/13

APPROVED AS TO FORM AND  
PROCEDURE:

By:   
Lona N. Laymon, Esquire  
TOWN Counsel

## ATTACHMENT A

### STATE ROUTE 62/DUMOSA AVENUE TRAFFIC SIGNAL PROJECT, TOWN OF YUCCA VALLEY

<b>Project Title</b>	
SR62/Dumosa Ave Traffic Signal	
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>	
Construction of a traffic signal at the intersection of SR62 and Dumosa Avenue including ADA compliant ramps, raised median construction on Dumosa Ave south of SR62 and modifications to the existing turn pockets for east and west bound traffic on SR62.	
<b>Purpose and Need</b>	
The existing commercial shopping centers, Town Hall Complex and proposed 75 unit Senior Housing Development generates a highly traveled intersection by both pedestrians and vehicles. The purpose of the project is to provide safe and efficient interstate and interregional mobility of visitors and goods and an improved and safe transportation corridor through the Town of Yucca Valley for both visitors and local residents who use the route to access not only our public & commercial facilities, but also Joshua Tree National Park and the California Welcome Center as well as military vehicles accessing the Twentynine Palms Marine Corps Air Ground Combat Center.	
<b>Project Benefits</b>	
Project benefits include increased pedestrian safety, increased pedestrian and vehicular visibility resulting in a potential reduction of vehicular conflicts, installation of ADA compliant curb ramps, signalization, elimination of two way center left turn lane and construction of medians resulting in a reduction of vehicular turning movements and expanding existing turn lanes resulting in potential reduction in vehicular conflicts.	
<b>Project Milestone</b>	<b>Proposed</b>
Project Study Report Approved	
Begin Environmental (PA&ED) Phase	06/01/13
Circulate Draft Environmental Document	<b>Document Type</b> N/A
Draft Project Report	08/01/13
End Environmental Phase (PA&ED Milestone)	08/01/13
Begin Design (PS&E) Phase	07/01/13
End Design Phase (Ready to List for Advertisement Milestone)	09/01/13
Begin Right of Way Phase	
End Right of Way Phase (Right of Way Certification Milestone)	
Begin Construction Phase (Contract Award Milestone)	03/01/14
End Construction Phase (Construction Contract Acceptance Milestone)	07/01/14
Begin Closeout Phase	07/01/14
End Closeout Phase (Closeout Report)	08/01/14

Description of Project and Milestones  
ATTACHMENT B

STATE ROUTE 62/DUMOSA AVENUE TRAFFIC SIGNAL PROJECT,  
TOWN OF YUCCA VALLEY

Funding Summary

Component	Total Cost	AUTHORITY SHARE* - MLHP Funds	TOWN Local Measure I Funds
All Phases	\$521,000	\$471,000	\$50,000
<b>Total</b>	<b>\$521,000</b>	<b>\$471,000</b>	<b>\$50,000</b>

\*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), or Surface Transportation Program (STP) without necessitating an amendment of this agreement.

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Town Manager  
Jessica Rice, Administrative Assistant III  
**Date:** August 27, 2014  
**For Council Meeting:** September 2, 2014  
**Subject:** San Bernardino County Operational Area Emergency Management Strategic Plan

**Recommendation:** Receive and file the informational update on the San Bernardino County Operational Area's Emergency Management Strategic Plan, and direct the Town Manager to sign a letter of concurrence supporting the Plan.

**Order of Procedure:**

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

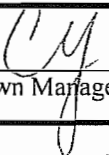
**Discussion:** Emergency Management is the discipline charged with creating the framework within which communities reduce their vulnerability to hazards and cope with disasters. Emergency Management protects communities by coordinating and integrating all the activities necessary to build, sustain and improve their ability to mitigate, prevent, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism or other human-made disasters.

The San Bernardino County Operational Area (OA) consists of the 24 incorporated Cities/Towns and the County of San Bernardino, including the San Manuel Band of Mission Indians as an associate member. The OA relies on the close coordination, collaboration, cooperation and communication among all Emergency Managers in both routine planning and training and during times of major emergencies and disasters.

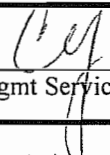
For the past few years, it has become evident that Emergency Management in the San Bernardino County OA needed a coordinated and strategic planning framework due to its geographical size, multi-hazard history, and the varied levels of readiness

---

Reviewed By:

  
Town Manager

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

  
Mgmt Services

  
Dept

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

demonstrated by each of the local jurisdictions. This project is believed to be the first of its kind in the State of California.

All members of the OACC (Operational Area Coordinating Council) were invited to participate in the development of the OA Strategic Plan. The following is a list of those who participated in the planning process by attending at least one of the four workshops:

- City of Barstow
- City of Big Bear Lake
- City of Chino
- City of Chino Hills
- City of Colton
- City of Highland
- City of Loma Linda
- City of Montclair
- City of Ontario
- City of Rancho Cucamonga
- City of Redlands
- City of San Bernardino
- City of Victorville
- Town of Yucca Valley
- City of Yucaipa
- County of San Bernardino Fire, Office of Emergency Services
- San Manuel Band of Mission Indians
- California Governor's Office of Emergency Services

#### Town Contribution and Status

Town staff participated in the strategic planning process by attending the planning workshops and providing input on the goals, objectives and implementation strategies for the Strategic Plan. Staff also assessed the level of readiness of the Town's Emergency Management Program in 14 different program elements and identified items that have been completed, are in progress or are not yet started. This assessment is included in the attached Combined OA Baseline Matrix.

Since the initial assessment done in 2013, Staff has made significant improvements specifically in the areas of training and exercise by taking advantage of grant funds and providing Town personnel the opportunity to attend CSTI (California Specialized Training Institute) where they can take a hands-on approach to emergency management by participating in a series of exercises culminating in a realistic earthquake simulation as a member of an emergency management team.

In addition, an on-site all staff EOC (Emergency Operations Center) Tabletop Exercise was held last year, with the assistance of CalOES (California Office of Emergency Services), which helped evaluate the Town's current EOC concepts, plans and capabilities. More on-site training is scheduled for the spring of 2015. Staff continues to work toward the remaining goals and objectives identified in the matrix so as to address the specific areas not yet started.



**Alternatives:** None recommended.

**Fiscal impact:** None with this item.

**Attachments:**

1. Executive Summary
2. San Bernardino County Operational Area Emergency Management Strategic Plan
3. Combined OA Baseline Matrix
4. Jurisdiction Reporting Tool (draft)
5. Draft Concurrence Letter



---

**SAN BERNARDINO COUNTY  
OPERATIONAL AREA  
EMERGENCY MANAGEMENT STRATEGIC PLAN**

**Executive Summary**

**May 1, 2014**

# SAN BERNARDINO COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT STRATEGIC PLAN

## Executive Summary

This Executive Summary is intended to briefly describe the development of the San Bernardino County Operational Area Emergency Management Strategic Plan. This project is believed to be the first of its kind in the State of California.

### Background

Emergency Management is the discipline charged with creating the framework within which communities reduce their vulnerability to hazards and cope with disasters. Emergency Management protects communities by coordinating and integrating all the activities necessary to build, sustain and improve their ability to mitigate, prevent, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism or other human-made disasters.

The San Bernardino County Operational Area (OA) consists of the 24 incorporated Cities/Towns and the County of San Bernardino, including the San Manuel Band of Mission Indians as an associate member. The OA relies on the close coordination, collaboration, cooperation and communication among all Emergency Managers in both routine planning and training and during times of major emergencies and disasters.

For the past few years, it has become evident that Emergency Management in the San Bernardino County OA needed a coordinated and strategic planning framework due to its geographical size, multi-hazard history, and the varied levels of readiness demonstrated by each of the local jurisdictions.

### Purpose

The San Bernardino County Operational Area Strategic Plan will be used as the tool for guiding the OA in a coordinated effort to achieve a standardized Emergency Management program across all jurisdictions. While each jurisdiction's program will retain its uniqueness, this tool will help those in the OA to share common objectives, goals, strategies and performance measures. This tool provides a unified, collaborative, and supportive approach to the many facets of Emergency Management faced by all Emergency Managers.

### Planning Process

The planning process was based on National Preparedness Goals, Whole Community Approach, Core Capabilities and Mission Areas, as follows.

- FEMA Technical Assistance (TA) Request #1: In the spring of 2013, San Bernardino County Fire/Office of Emergency Services applied for a TA grant through FEMA for assistance in developing an OA Coordinated Strategic Plan. With the approval of the TA Request, the OA was granted the use of a consulting firm to conduct two workshops to determine the current baseline of Emergency Management Programs in the OA and to develop a regional approach for emergency management programs using the baseline as a foundation.

The first day-long workshop was conducted on August 7, 2013, at which time the Baseline Matrix was reviewed, revised and agreed upon. Twenty-five of twenty-six local jurisdictions then rated the level of readiness of their Emergency Management Programs in 51 different program elements/core capabilities using the following scale: Complete, In Progress or Not Started.

The second workshop was conducted on September 18, 2013 to review the OA combined Baseline Matrix analysis and the goals, objectives and implementation strategy of the Strategic Plan. The result was the first OA Strategic Plan that included an Implementation Strategy of the agreed-upon goals for the next five years.

After discussion with the Operational Area Coordinating Council (OACC) Steering Committee, it was determined that a second round of workshops was needed to develop performance measures that would be applied to each of the Implementation Strategies.

- FEMA Technical Assistance Request #2: In the fall of 2013, a second TA application was submitted to FEMA to support the development of performance measures. For consistency, the OA was supported by the same consultants used with TA Request #1.

Workshops were conducted on February 26 and March 20, 2014, whereby performance measures were applied to each of the goals in the Implementation Strategy, ensuring that each performance measure was both qualitative and quantitative. Group discussion also included implementation, tracking tools and evaluation responsibility.

The two TA Requests resulted in the development of the following documents:

1. San Bernardino County Operational Area Emergency Management Strategic Plan
  - a. Appendix A: Implementation Strategy by Year
  - b. Appendix B: Performance Measures
2. Combined OA Baseline Matrix
3. Jurisdiction Reporting Tool (draft)

## **Benefits**

The Plan reflects the OA's vision of building a resilient future through partnerships committed to saving lives during major emergency events and reducing the impacts of disasters. It articulates the OA's vision in a way that drives and strengthens each jurisdiction's Emergency Management Program capabilities through the establishment of a uniform standard throughout the OA.

In essence, the OA Strategic Plan strengthens and unifies Emergency Management to increase operational efficiency and effectiveness. It also allows for the coordination and alignment of Emergency Management planning efforts to achieve overall consistency in the OA.

## **Next Steps/Implementation**

The OACC Steering Committee recommended that the Strategic Plan be implemented on a fiscal year basis starting July 1, 2014. Therefore, at the OACC meeting of May 1, 2014, the OACC approved the following actions:

1. Approve the San Bernardino County Operational Area Emergency Management Program Strategic Plan, dated March 20, 2014, including program standards/elements, implementation strategy and performance measures; and
2. Recommend that each of the Cities/Towns represented on the San Bernardino County Operational Area Coordinating Council approve the documents listed above by Letter of Concurrence signed by its City/Town Manager, and such action shall take place prior to August 7, 2014.

## **Participating Agencies**

All members of the OACC were invited to participate in the development of the OA Strategic Plan. The following is a list of those who participated in the planning process by attending at least one of the four workshops:

- City of Barstow
- City of Big Bear Lake
- City of Chino
- City of Chino Hills
- City of Colton
- City of Highland
- City of Loma Linda
- City of Montclair
- City of Ontario
- City of Rancho Cucamonga
- City of Redlands
- City of San Bernardino
- City of Victorville
- Town of Yucca Valley
- City of Yucaipa
- County of San Bernardino Fire, Office of Emergency Services
- San Manuel Band of Mission Indians
- California Governor's Office of Emergency Services



# San Bernardino County Operational Area Emergency Management Strategic Plan

*May 1, 2014*



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES



**FEMA**



## Preface

On any given day, the San Bernardino County Operational Area (OA) is challenged by threats and hazards of varying size and scope, prompting the need for a comprehensive multi-year Emergency Management Strategic Plan to help the OA prepare for, respond to, recover from, and mitigate, prevent, and protect against all hazards. The San Bernardino County OA Emergency Management Strategic Plan is designed to assist OA senior leadership in directing programmatic efforts, allocating limited resources, ensuring accountability, and accomplishing results in emergency program planning over the next five years. The plan will guide the short- and long-term efforts of OA jurisdictions toward achieving a coordinated OA-wide emergency management program.

This plan was developed in close collaboration with OA city and town emergency managers. Through a series of workshops and the use of an emergency management program baseline matrix template, emergency managers conducted a snapshot assessment of program elements completed or underway in their jurisdictions. The data received was compiled into the OA Combined Baseline Matrix, which is composed of emergency management program elements organized by category along with the implementation status of those elements within each local jurisdiction.

An analysis was then conducted of the combined baseline matrix data to identify current gaps affecting emergency management program implementation across the OA. The analysis was also used to develop a set of ambitious goals and objectives for improving the emergency management programs of OA jurisdictions. These goals and objectives will require significant dedication, resources, and leadership to initiate projects, implement changes, monitor progress, evaluate performance, and ultimately achieve desired outcomes.

Due to time constraints, specific performance measures for program element categories had not been developed and were not available for use during the initial data collection and analysis process discussed in this strategic plan. The resulting matrix and analysis do, however, provide a generalized assessment of the emergency management programming resources of local OA jurisdictions and therefore continue to serve as foundational documents for the formation of this plan.

Performance measures for high-priority program elements, as ranked by the matrix analysis, have since been developed to assist local jurisdictions in evaluating program status and have been incorporated into this strategic plan as Appendix B. The performance measures establish output and outcome benchmarks for achieving the plan's goals and objectives and will assist with multi-year goal setting and subsequent resource planning.

Clearly, the most effective and efficient path to improving an emergency management program is to provide a program standard and then analyze gaps within the program so resources can be effectively and efficiently applied to program improvements. This strategic plan serves as an important tool in guiding the emergency program improvement

process. It also serves as a resource for educating others on the importance of developing a comprehensive emergency management program for the entire OA community in order to better protect the San Bernardino County region in major emergencies and catastrophic disasters.



## Table of Contents

<b>Introduction .....</b>	<b>1</b>
<b>Purpose.....</b>	<b>1</b>
<b>Scope.....</b>	<b>1</b>
<b>Assumptions.....</b>	<b>1</b>
<b>Emergency Management Principles .....</b>	<b>2</b>
<b>OA Vision, Mission, and Guiding Principles .....</b>	<b>3</b>
<b>Methodology .....</b>	<b>3</b>
<b>OA Combined Baseline Matrix Analysis .....</b>	<b>4</b>
<b>Prioritized Critical Gaps .....</b>	<b>5</b>
<b>Gap Analysis and Goal Development.....</b>	<b>5</b>
<b>Strategic Goals and Objectives .....</b>	<b>6</b>
<b>Implementation Plan .....</b>	<b>11</b>
<b>Focus by Year .....</b>	<b>11</b>
<b>Direction, Control, and Coordination.....</b>	<b>11</b>
<b>Performance Measures.....</b>	<b>12</b>
<b>Appendix A: Implementation Strategy by Year.....</b>	<b>A-1</b>
<b>Appendix B: Performance Measures.....</b>	<b>B-1</b>
<b>Appendix C: References .....</b>	<b>C-1</b>
<b>Appendix D: List of Acronyms .....</b>	<b>D-1</b>

This page intentionally left blank.

## Introduction

Emergency management is the planning and operational discipline charged with creating the framework within which communities reduce their vulnerability to hazards and cope with disasters.<sup>1</sup> Emergency management protects communities by coordinating and integrating all the activities necessary to build, sustain, and improve their ability to mitigate, prevent, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other human-made disasters.

The San Bernardino County OA relies on the close coordination, collaboration, and cooperation among all of its cities and towns in the conduct of emergency management activities, both on a routine planning and training basis and during times of major emergencies and disasters. In order to support the response and recovery core capabilities of the Federal Emergency Management Agency (FEMA) and maintain an effective, well-managed, and integrated OA-wide emergency management program, the OA developed the San Bernardino County OA Emergency Management Strategic Plan. This plan is a tool for use in guiding the OA in the development of a standardized emergency management program to be integrated into the planning efforts of local jurisdictions. It will evolve over time as goals and objectives are achieved and others are developed.

### *Purpose*

This plan provides an OA-wide Emergency Management Program Standard as well as specific goals and objectives for jurisdictions to meet over the next five years in the development of their emergency management programs. The goals and objectives were based on a prioritized ordering of program elements produced from the analysis of the OA Combined Baseline Matrix. The matrix, which provides an assessment of current jurisdictional emergency management programming resources and capabilities, serves as a foundational document for this strategic plan.

### *Scope*

This plan reflects the OA's vision of building a resilient future through partnerships committed to saving lives during major emergency events and reducing the impacts of disasters. It articulates the OA's vision in a way that drives and strengthens each jurisdiction's emergency management program capabilities through the establishment of a uniform standard for emergency management programs throughout the OA.

### *Assumptions*

Certain overarching assumptions guided the analysis of the OA Combined Baseline Matrix and the development of the strategic plan and program standard. These include:

---

<sup>1</sup> "FEMA Higher Education Emergency Management Principles." Federal Emergency Management Agency. Last updated December 1, 2011. Accessed online September 2013. <http://training.fema.gov/EM1Web/edu/emprinciples.asp>.

- The emergency management program is a city-wide, county-wide, and/or OA-wide program and is applicable to the entire jurisdiction, not just one department or agency.
- The development of emergency management plans, SOPs, and strategies, led by each jurisdiction's emergency manager, is a city-wide, county-wide, and/or OA-wide process and will include the participation of all stakeholders within the jurisdiction, not just one individual, department, or agency.
- Performance measures had not been established for each element of the OA emergency management baseline matrix at the time jurisdictional responses and the matrix analysis were completed. The baseline matrix and associated analysis, therefore, provide a generalized assessment of current emergency management programming in local OA jurisdictions.

## Emergency Management Principles<sup>2</sup>

In March 2007, FEMA convened a working group of emergency management practitioners and academics to consider and refine the principles of emergency management. This project was prompted by the realization that, while numerous books, articles, and papers referred to the "principles of emergency management," there was no set definition for these principles. The group agreed upon eight principles for use in guiding the development of emergency management doctrine, as reflected in the following:

- **Comprehensive:** Emergency managers consider and take into account all hazards, all phases, all stakeholders, and all impacts relevant to disasters.
- **Progressive:** Emergency managers anticipate future disasters and take preventive and preparatory measures to build disaster-resistant and resilient communities.
- **Risk-driven:** Emergency managers use sound risk management principles (hazard identification, risk analysis, and impact analysis) in assigning priorities and resources.
- **Integrated:** Emergency managers ensure unity of effort among all levels of government and all elements of a community.
- **Collaborative:** Emergency managers create and sustain broad and sincere relationships among individuals and organizations to encourage trust, advocate a team atmosphere, build consensus, and facilitate communication.
- **Coordinated:** Emergency managers synchronize the activities of all relevant stakeholders to achieve a common purpose.
- **Flexible:** Emergency managers use creative and innovative approaches in solving disaster challenges.
- **Professional:** Emergency managers value a science- and knowledge-based approach, based on education, training, experience, ethical practice, public stewardship, and continuous improvement.

---

<sup>2</sup> *Ibid.*

## OA Vision, Mission, and Guiding Principles

**Vision:** A disaster-resistant and resilient San Bernardino County OA.

**Mission:** To protect lives, property, and the environment through a coordinated, integrated and responsive standardized emergency management program in the San Bernardino County OA.

**Guiding Principles for Emergency Program Development:** To achieve its vision and mission, the OA is focused on the following guiding principles:

- Build capabilities to ensure OA-wide capacity to mitigate, prevent, prepare for, respond to, recover from, and protect the public against all hazards.
- Execute efficient organizational processes that assure emergency management program success.
- Align and be in compliance with the California Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).
- Develop and implement an Emergency Management Strategic Plan through a collaborative process.

## Methodology

While there are many approaches to problem solving and strategic planning that could be used to develop a strategic plan, this plan uses the Situation-Target-Proposal (STP) approach. It is a direct, simple, and straightforward method. The premise behind STP is that, if a group of people is given the same situational information and they agree to the same targets, coming up with proposals should be simple. STP is an excellent method for establishing clear goals and objectives and engaging all participants in the process of developing a proposed plan.

- **Situation:** Evaluate the current situation and how it came about.
- **Target:** Define goals and/or objectives.
- **Proposal:** Map a possible route to the goals/objectives.

Using the STP approach, this OA strategic plan was developed through the following steps:

- Step 1:** Developed baseline emergency management program elements.
- Step 2:** Emergency managers from each jurisdiction evaluated their current emergency management program and submitted the results in a matrix to the County Office of Emergency Services (OES).
- Step 3:** All OA jurisdiction matrices were combined into one OA Combined Baseline Matrix.
- Step 4:** OA Combined Baseline Matrix analysis completed.

- Step 5:** Results and variances in the OA Combined Baseline Matrix reviewed.
- Step 6:** Strategic goals and objectives set to improve emergency management program capabilities OA-wide.
- Step 7:** Implementation strategy for the strategic plan developed.
- Step 8:** Baseline performance measures for achieving strategic goals and objectives established.

The next steps in the strategic plan process should include approval of the Emergency Management Program Standard and strategic plan by the Operational Area Coordinating Council (OACC) and the initiation of the implementation strategy. Then, to effectively maintain the strategic plan, a new OA matrix should be completed by all jurisdictions and analyzed annually, and the strategic plan should be updated as needed.

## OA Combined Baseline Matrix Analysis

The initial workshop in the development of the San Bernardino County OA Strategic Plan focused on establishing the program elements that comprise an effective emergency management program and developing a matrix template for jurisdictions to complete regarding the status of their current emergency operations program. The workshop also covered the initial steps in the development of this OA strategic plan.

After information from the jurisdictional matrices was entered into the OA Combined Baseline Matrix, a no-fault analysis of the completed matrix was conducted. A second workshop was held to review the data analysis and to continue forward with draft strategic plan development.

The analysis provided a valuable and positive OA-wide foundation for the development of strategic goals and objectives as well as an implementation strategy. But because performance measures had not yet been developed, baseline matrix results varied between jurisdictions. For example, program element 3.3 calls for developing and implementing a recovery plan. Without a specific performance measure to provide guidance, the program element could be considered complete by as much as comprehensive, standalone recovery plan or as little as a paragraph located in the jurisdiction's emergency operations plan (EOP). The development of specific performance measures will now have the effect of clarifying the level at which each program element is considered complete.

Overall, the analysis did highlight critical capability gaps within the listed matrix categories. Gaps were then prioritized to determine those that were most critical to an effective emergency management program. Based on the prioritized elements, strategic goals and objectives were then developed to close the gaps and strengthen emergency management program capabilities across the OA. In time, and as capabilities improve, the OA can shift its focus to other, less critical capability gaps and create new strategic goals and objectives.

### Prioritized Critical Gaps

Critical programming gaps were determined by considering a combination of the level of importance of that activity to an emergency management program element and the level of implementation of that activity by jurisdictions. Table 1 lists the prioritized ordering of needed program elements (critical gaps), by category, resulting from the analysis of the OA Combined Baseline Matrix.

**Table 1: Prioritized Program Elements for San Bernardino County OA**

Category	Program Element
Administration	1.3. Develop, implement, and maintain a multi-year strategic plan.
	1.10 Develop and implement financial and administrative procedures for cost recovery.
Operational Planning	3.3. Develop and implement a recovery plan.
	3.6. Develop and implement Emergency Operations Center (EOC) standard operating procedures (SOPs).
	3.8. Form a group of jurisdictional stakeholders to strategize on multi-discipline issues related to the jurisdiction's emergency management program.
Emergency Operations Center (EOC)	4.2. Enhance the functional and operational capabilities of EOCs within the OA.
Resource Management and Logistics	7.1. Establish a resource management system.
	7.3. Develop and implement a disaster donations management plan.
	7.4. Develop and implement a disaster volunteer management plan.
Communications and Warning	8.1. Develop and maintain an emergency communications system for internal and external stakeholders.
	8.3. Develop and maintain an emergency notification system to alert and relay warnings to key personnel.
	8.5. Develop and maintain an emergency warning system for the public.
Crisis Communications	10.1. Develop and implement a joint information system (JIS).
Public Outreach and Education	11.1. Develop and implement an emergency preparedness outreach and education program.
Training	12.1. Develop and implement a training program.
Exercises	13.1. Develop and implement an exercise program.

### Gap Analysis and Goal Development

The next step in the analysis process was to develop goals to address the critical gaps identified in the OA Combined Baseline Matrix results. Since not all program elements can be completed at once due to resource limitations, goals were developed by weighing and prioritizing program elements.

Goals were prioritized through a variety of means. Goal sequencing, for instance, where one goal must be accomplished before others, might require a specific prioritization of those goals. Organizational priorities to ensure goals mesh compatibly with all parts of an organization might also influence goal prioritization. Additionally, the matrix analysis evaluated program elements across the OA; those not completed by most jurisdictions received priority. Priority was also placed on program elements for which a small application of resources would provide a large outcome.

## Strategic Goals and Objectives

This section lists the emergency management program strategic goals and supporting objectives developed subsequent to the emergency program element analysis of the OA Combined Baseline Matrix. The goals and objective are listed in the category order that was developed for the matrix. Details from the matrix analysis are provided for each goal, along with an explanation of why the goal was developed.

**Goal A: Develop and implement an Emergency Management Program Standard for all jurisdictions within the San Bernardino County OA. (*Emergency Management Program Standard*)**

Justification: This goal was developed in recognition that the OA needed to formally create a standard, coordinated, and integrated approach to a baseline emergency management program. This goal will ensure that the foundational component of this integrated planning effort—the development of an Emergency Management Program Standard—is developed and adopted by the Operational Area Coordinating Council (OACC). The program standard is the baseline/minimum of program elements that must be included in the emergency management programs of all jurisdictions within the San Bernardino County OA.

**Objective A.1:** The OACC Steering Committee will be responsible for submitting the OA-wide Emergency Management Program Standard to the OACC for approval and adoption as well as for maintenance of the program standard, as necessary.

**Objective A.2:** Each jurisdiction will approve and comply with the Emergency Management Program Standard.

**Goal B: Develop and maintain a multi-year OA-wide Emergency Management Strategic Plan that establishes strategic goals and objectives for implementing and improving the OA-wide Emergency Management Program Standard. (*Administration, 1.3*)**

Justification: This goal is the next step in the implementation of the emergency management baseline project. Once the strategic plan is developed, the plan will be presented and adopted by the OACC. At that time, all OA jurisdictions will work together to achieve the established program standard.



- Objective B.1:** The OACC Steering Committee will be responsible for submitting the Emergency Management Strategic Plan to the OACC for approval and adoption.
- Objective B.2:** Each jurisdiction's emergency manager will strive to implement the OA Emergency Management Strategic Plan.

**Goal C: Improve the jurisdiction's ability to effectively accomplish emergency/disaster cost-recovery activities. (*Administration, 1.10*)**

Justification: This goal is a fundamental requirement for all emergency management programs and leads to the long-term sustainability of jurisdictions after disasters strike. Of the jurisdictions that provided assessment responses, 59 percent indicated that they have completely implemented this program element.

- Objective C.1:** Based on County OES cost-recovery standard operating procedures (SOPs), each jurisdiction's emergency manager will develop and follow cost-recovery SOPs to be used before, during, and after a major emergency or disaster.
- Objective C.2:** Each jurisdiction's emergency manager will develop and implement training and cross training of emergency/disaster cost-recovery staff on established cost-recovery SOPs.
- Objective C.3:** Each jurisdiction's emergency manager will develop, implement, and manage a cost-recovery records management system for their emergency management program.

**Goal D: Ensure the jurisdiction has adequate Emergency Operations Center (EOC) SOPs. (*Operational Planning, 3.6*)**

Justification: SOPs provide emergency personnel with the necessary information to perform a job properly. Of responding jurisdictions, 39 percent indicated that they have fully implemented this program element. Without operational procedures, jurisdictions will be ineffective in responding to major emergencies and disasters.

- Objective D.1:** Each jurisdiction's emergency manager will coordinate with appropriate city/county departments and external partners to develop and implement EOC SOPs.

**Goal E: Begin to develop a basic recovery plan. (*Operational Planning, 3.3*)**

Justification: This goal addresses the fundamental need for recovery plans in emergency management planning. Recovery plans need to be more than a section in a jurisdiction's EOP. At a minimum, recovery plans should be a fully developed annex to an EOP or a standalone plan to be implemented in

the transition from response to recovery. While complete development of recovery plans will take time, all jurisdictions should at least have plans in progress. The recovery framework developed for the San Bernardino County OA in 2013 is an excellent foundation for this goal.

**Objective E.1:** Each jurisdiction's emergency manager will begin taking steps to develop a comprehensive and coordinated recovery plan.

**Goal F: Develop and strengthen each jurisdiction's emergency management program participation among the various emergency management stakeholders within the jurisdiction. (*Operational Planning, 3.8*)**

Justification: An effective emergency management program requires participation by all departments and disciplines within a jurisdiction. A central element of a successful program is to have a strategy in place for the coordination of emergency management activities. Of responding jurisdictions, 33 percent indicated that they have fully implemented this program element.

**Objective F.1:** Each jurisdiction's emergency manager will work to obtain commitment from stakeholders to participate in emergency management planning.

**Objective F.2:** Each jurisdiction's emergency manager will begin coordinating with the various jurisdictional stakeholders on all phases of emergency management program activities.

**Goal G: Ensure local EOC facilities are capable of supporting local jurisdictional response and recovery activities that are consistent with SEMS/NIMS. (*Emergency Operations Center, 4.2*)**

Justification: EOC facilities in each jurisdiction need improvements or enhancements to operate at full functionality during a disaster. Enhanced EOC operations can also pave the way for a more rapid and effective recovery for the jurisdiction.

**Objective G.1:** Each jurisdiction's emergency manager will continue to improve the functionality of its EOC operations.

**Goal H: Establish a resource management system that is compatible with the OA system. (*Resource Management and Logistics, 7.1*)**

Justification: The management of jurisdictional resources is a fundamental capability in any emergency or disaster situation. Of responding jurisdictions, 17 percent indicated that they have fully implemented this element. All jurisdictions should have at least a basic internal system in place.

**Objective H.1:** Each jurisdiction's emergency manager will develop and maintain a resource management system.

**Goal I: Develop a disaster donations management plan. (*Resource Management and Logistics, 7.3*)**

Justification: The ability to effectively manage donations in an emergency or disaster is critical, as shown through lessons learned from past disasters across the country. Each jurisdiction should develop at least a basic system on how to manage incoming and outgoing donations in emergency events and disasters. Of responding jurisdictions, 17 percent indicated that they have fully completed this program element.

**Objective I.1:** Each jurisdiction's emergency manager will develop a disaster donations management plan that defines the organizational actions and roles necessary for the acceptance, management, and distribution of solicited and/or unsolicited donations during a disaster.

**Goal J: Develop a disaster volunteer management plan. (*Resource Management and Logistics, 7.4*)**

Justification: The ability to effectively manage volunteers in an emergency or disaster, especially emergent and non-affiliated volunteers, is critical to disaster response and the effective management of resources. Each jurisdiction should develop at least a basic system for managing disaster volunteers within their area. Of responding jurisdictions, 24 percent indicated that they have fully completed this program element.

**Objective J.1:** Each jurisdiction's emergency manager will develop a disaster volunteer management plan that addresses affiliated and/or unaffiliated volunteers.

**Goal K: Develop and maintain emergency communications, notification, and warning systems. (*Communications and Warning, 8.1, 8.3, 8.5*)**

Justification: Receiving and delivering emergency communications is one of the most critical functions before and during the response to an emergency or disaster. All jurisdictions should have at least a minimum level of communications capability in place. Of responding jurisdictions, approximately 50 percent indicated that they possess this capability.

**Objective K.1:** Each jurisdiction's emergency manager will develop a jurisdiction-wide emergency communications capability for internal and external stakeholders and emergency personnel. This capability will include redundant systems that provide an alternate means of communication in case of failure of primary systems.

**Objective K.2:** Each jurisdiction's emergency manager will develop a notification system to initiate, receive, and/or relay

warnings to alert key decision makers and emergency response personnel.

**Objective K.3:** Each jurisdiction's emergency manager will develop a system to disseminate emergency alerts and warnings to the public.

**Goal L: Develop and strengthen joint information system (JIS) capabilities throughout the OA. (*Crisis Communications, 10.1*)**

Justification: Crisis communications capabilities for reaching out to the public and other entities are critical to the effective management of emergencies. Most jurisdictions indicated that they either do not have or need to do further work in designating and training public information spokespersons.

**Objective L.1:** Each jurisdiction's emergency manager will develop an internal system to ensure consistency among partnering organizations of messages delivered by the jurisdiction to internal and external stakeholders.

**Objective L.2:** Each jurisdiction will have a designated and trained public information spokesperson(s).

**Goal M: Enhance individual, business, and community resilience through emergency preparedness public outreach and education. (*Public Outreach and Education, 11.1*)**

Justification: Public outreach is a core function of a successful emergency management program. While many jurisdictions perform this function, they often do not have an organized process that efficiently and effectively makes use of available resources. While jurisdictions may not have a complete public outreach program due to lack of resources or personnel, they should at least have a strategy in place for how to move forward and obtain the resources needed to implement a program.

**Objective M.1:** Each jurisdiction's emergency manager will create and share emergency preparedness materials and publications with internal and external audiences.

**Objective M.2:** Each jurisdiction's emergency manager will participate in and contribute to Whole Community preparedness outreach and education.

**Goal N: Strengthen and validate OA-wide response and recovery capabilities through education, exercises, training, and evaluation. (*Training and Exercises, 12.1, 13.1*)**

Justification: The development and testing of an emergency management program through training and exercises is another fundamental emergency management program element. While many jurisdictions perform exercises, a

well-developed training and exercise process will enhance the program and make the best use of resources. And while a jurisdiction's training and exercise program (TEP) may need further development, all jurisdictions should have at least a basic TEP in place, whether developed specifically for the jurisdiction or as part of the OA's Multi-Year TEP. Many jurisdictions are still developing this capability, and several jurisdictions have not started the process.

**Objective N.1:** Each jurisdiction's emergency manager will create a multi-year training and exercise plan (TEP) or participate in the development of the OA's Multi-Year TEP.

**Objective N.2:** Each jurisdiction's emergency manager will conduct or participate in training and exercises.

## Implementation Plan

Development of the San Bernardino OA Emergency Management Strategic Plan is the first step toward standardizing emergency management programs throughout San Bernardino County. It sets a course for continuous improvement in achieving existing and future emergency management goals.

Since it is difficult to implement all program elements at once, a set of goals and objectives was developed to organize and prioritize steps in the strategic plan implementation process. The ability to successfully implement the objectives depends greatly upon adequate funding, availability of trained and experienced personnel, political will and support, and myriad other factors. Accomplishment of the objectives will, however, lead to significant improvement in the capabilities of each jurisdiction and enhanced protection for the OA during major emergency events. The ultimate goal is that all jurisdictions implement all the program elements, to a minimum level, within their emergency management program.

### *Focus by Year*

Appendix A includes an implementation strategy for the identified strategic goals and corresponding objectives. Each year, the schedule focuses on strengthening different aspects of a jurisdiction's emergency management program. After year two, the schedule can be adjusted to better meet the needs of jurisdictions throughout the OA.

### *Direction, Control, and Coordination*

The San Bernardino County Fire Department's Office of Emergency Services, as the lead agency for OA emergency management program coordination, will manage the implementation of this strategic plan. Emergency managers from each jurisdiction are also encouraged to create jurisdiction-specific five-year implementation plans. Beginning in year two, emergency managers will re-evaluate their implementation strategies and make adjustments accordingly. As implementation proceeds, jurisdictions will monitor their progress and participate in the annual review and update process for the OA strategic plan.

## Performance Measures

Performance measures can be either qualitative or quantitative metrics that are designed to monitor and evaluate performance. Specifically, they measure outputs and outcomes. These measurements provide a tool for agencies to gauge their progress toward achieving the pre-established goals and objectives. They also serve as key indicators of programmatic performance and enhance stakeholder understanding and commitment.

It is assumed that each jurisdiction's emergency manager will be responsible for forming and collaborating with appropriate jurisdictional planning partners in order to achieve the performance measures in this Emergency Management Strategic Plan.

The performance measures listed in Appendix B are directly related to the initial goals and objectives established as part of this strategic plan. These performance measures enable standardized assessments of jurisdictions in their achievement of those measures and identify any deviations from planned levels of performance. If a performance measure is not being met, adjustments can be made to either strengthen efforts toward achieving the original planned level of performance or the goal or level of performance may need to be adjusted so that it is achievable.

Using performance measures, to determine that a program element has been met, will guide and further enhance each jurisdiction's emergency management program. This in turn will lead to continued improvement toward achieving a standardized emergency management program OA-wide as well as stronger response and recovery capabilities throughout San Bernardino County.

## Appendix A: Implementation Strategy by Year

Year	Goals
1	Goal A: Develop and implement an Emergency Management Program Standard for all jurisdictions within the San Bernardino County OA.
	Goal B: Develop and maintain a multi-year OA-wide Emergency Management Strategic Plan that establishes strategic goals and objectives for implementing and improving the OA-wide Emergency Management Program Standard.
	Goal C: Improve the jurisdiction's ability to effectively accomplish emergency/disaster cost-recovery activities.
	Notes:
2	Goal D: Ensure the jurisdiction has adequate Emergency Operations Center (EOC) standard operating procedures (SOPs).
	Goal E: Begin to develop a basic recovery plan.
	Goal F: Develop and strengthen each jurisdiction's emergency management program participation among the various emergency management stakeholders within the jurisdiction.
	Notes:
3	Goal G: Ensure local EOC facilities are capable of supporting local jurisdictional response and recovery activities that are consistent with SEMS/NIMS.
	Goal N: Strengthen and validate OA-wide response and recovery capabilities through education, exercises, training, and evaluation.
	Goal J: Develop a disaster volunteer management plan.
	Notes:
4	Goal I: Develop a disaster donations management plan.
	Goal K: Develop and maintain emergency communications, notification, and warning systems.
	Goal L: Develop and strengthen joint information system (JIS) capabilities throughout the OA.
	Notes:
5	Goal H: Establish a resource management system that is compatible with the OA system.
	Goal M: Enhance individual, business, and community resilience through emergency preparedness public outreach and education.
	Notes:

This page intentionally left blank.



## Appendix B: Performance Measures

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
Develop and implement an Emergency Management Program Standard.	A: Develop and implement an Emergency Management Program Standard for all jurisdictions within the San Bernardino County OA.	A.1: The OACC Steering Committee will be responsible for submitting the OA-wide Emergency Management Program Standard to the OACC for approval and adoption as well as for maintenance of the program standard, as necessary.	A.1.1: The OACC Steering Committee will submit the OA-wide Emergency Management Program Standard to the OACC for approval and adoption.	<ul style="list-style-type: none"> <li>▪ OACC Steering Committee minutes</li> <li>▪ OACC meeting minutes</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC Steering Committee</li> </ul>
			A.1.2: After OACC adoption of the Emergency Management Program Standard, the OACC Steering Committee will review and recommend improvements to the program standard, as needed, and will submit recommended changes to the OACC for approval and adoption.	<ul style="list-style-type: none"> <li>▪ OACC Steering Committee minutes</li> <li>▪ OACC meeting minutes</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC Steering Committee</li> </ul>
			A.1.3: On a yearly basis, the County OES will be responsible for the distribution of the Emergency Management Baseline Matrix. The matrix is to be completed by each jurisdiction's emergency manager as a way of evaluating program gaps and determining compliance with the approved OA-wide Emergency Management Program Standard.	<ul style="list-style-type: none"> <li>▪ Baseline Matrix</li> <li>▪ Email communication</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
		<p>A.2: Each jurisdiction will approve and comply with the Emergency Management Program Standard.</p>	<p>A.2.1: Once the initial Emergency Management Program Standard is adopted, the program standard will be submitted by each jurisdiction's emergency manager for local jurisdiction approval, as appropriate.</p> <p>A.2.2: Once the program standard is approved by the local jurisdiction, each jurisdiction's emergency manager will begin the emergency planning and development process to ensure jurisdictional compliance with all of the required elements of the program standard.</p>	<ul style="list-style-type: none"> <li>▪ Letter of Promulgation</li> <li>▪ Letter of Proclamation</li> <li>▪ Letter of Concurrence</li>   <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC Steering Committee</li> <li>▪ OACC members</li>   <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
<p>1.3. Develop, implement, and maintain a multi-year strategic plan.</p>	<p>B: Develop and maintain a multi-year OA-wide Emergency Management Strategic Plan that establishes strategic goals and objectives for implementing and improving the OA-wide Emergency Management Program Standard.</p>	<p>B.1: The OACC Steering Committee will be responsible for submitting the Emergency Management Strategic Plan to the OACC for approval and adoption.</p>	<p>B.1.1: The OACC Steering Committee will submit the Emergency Management Strategic Plan to the OACC for adoption and implementation.</p> <p>B.1.2: Once the Emergency Management Strategic Plan is adopted, the OACC Steering Committee will review and recommend improvements to the strategic plan, as needed, and submit recommended changes to the OACC for approval, adoption, and implementation.</p>	<ul style="list-style-type: none"> <li>▪ OACC Steering Committee minutes</li> <li>▪ OACC minutes</li>   <li>▪ OACC Steering Committee minutes</li> <li>▪ OACC minutes</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC Steering Committee</li>   <li>▪ County OES</li> <li>▪ OACC Steering Committee</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
1.10. Develop and implement financial and administrative procedures for cost recovery.	C: Improve the jurisdiction's ability to effectively accomplish emergency/disaster cost-recovery activities.	B.2: Each jurisdiction's emergency manager will strive to implement the OA Emergency Management Strategic Plan.	B.2.1: Once the initial OA Emergency Management Strategic Plan is adopted, the plan will be submitted by each jurisdiction's emergency manager for local jurisdiction approval, as appropriate.	<ul style="list-style-type: none"> <li>Letter of Promulgation</li> <li>Letter of Proclamation</li> <li>Letter of Concurrence</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC Steering Committee</li> <li>OACC members</li> </ul>
			B.2.2: Once the Emergency Management Strategic Plan is approved, each jurisdiction's emergency manager will begin the emergency planning and development process to ensure jurisdictional compliance with the approved strategic plan.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
1.10. Develop and implement financial and administrative procedures for cost recovery.	C: Improve the jurisdiction's ability to effectively accomplish emergency/disaster cost-recovery activities.	C.1: Based on County OES cost-recovery standard operating procedures (SOPs), each jurisdiction's emergency manager will develop and follow cost-recovery SOPs to be used before, during, and after a major emergency or disaster.	C.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop and submit basic cost-recovery SOPs for approval.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
			C.1.3: On a yearly basis, or as needed, each jurisdiction's emergency manager, along with appropriate planning partners, will review and update established cost-recovery SOPs.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
			C.2.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop and implement training and cross training for the jurisdiction's emergency/disaster cost-recovery staff on the cost-recovery SOPs.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
			<p><b>C.2.2:</b> Each jurisdiction's emergency manager will develop and implement a training tracking tool for evaluating who has completed cost-recovery training.</p> <p><b>C.2.3:</b> Once a training tracking tool is implemented, each jurisdiction's emergency manager, along with appropriate planning partners, will review, on a regular basis, existing training records and continue to train untrained staff.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
		<p><b>C.3:</b> Each jurisdiction's emergency manager will develop, implement, and manage a cost-recovery records management system for their emergency management program.</p>	<p><b>C.3.1:</b> Each jurisdiction's emergency manager will develop and implement a cost-recovery records management system for their emergency management program that is in accordance with their jurisdiction's policy.</p> <p><b>C.3.2:</b> Following an emergency event or disaster, or as needed, each jurisdiction's emergency manager will, based on their jurisdiction's policy, review and revise the jurisdiction's cost-recovery records management system.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
3.6. Develop and implement Emergency Operations Center (EOC) SOPs.	D: Ensure the jurisdiction has adequate EOC SOPs.	D.1: Each jurisdiction's emergency manager will coordinate with appropriate city/county departments and external partners to develop and implement EOC SOPs.	<p>D.1.1: Each jurisdiction's emergency manager will work with the appropriate planning partners to coordinate and collaborate on the development of EOC SOPs that include EOC operational procedures and position checklists and are consistent with the minimum requirements of SEMS/NIMS.</p> <p>D.1.2: Each jurisdiction's emergency manager will plan for, train on, and implement the jurisdiction's EOC SOPs.</p> <p>D.1.3: As appropriate, each jurisdiction's emergency manager, along with appropriate planning partners, will review, revise, and implement changes to the jurisdiction's EOC SOPs.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
3.3. Develop and implement a recovery plan.	E: Begin to develop a basic recovery plan.	E.1: Each jurisdiction's emergency manager will begin taking steps to develop a comprehensive and coordinated recovery plan.	<p>E.1.1: The San Bernardino County OES will develop a recovery plan template for use and/or guidance by the County and local jurisdictions.</p> <p>E.1.2: Each jurisdiction's emergency manager will work with appropriate planning partners and begin to develop a basic recovery plan that is consistent with the County OES template.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
3.8. Form a group of jurisdictional stakeholders to strategize on multi-discipline issues related to the jurisdiction's emergency management program.	F: Develop and strengthen each jurisdiction's emergency management program participation among the various emergency management stakeholders within the jurisdiction.	<p>F.1: Each jurisdiction's emergency manager will work to obtain commitment from stakeholders to participate in emergency management planning.</p> <p>F.2: Each jurisdiction's emergency manager will begin coordinating with the various jurisdictional stakeholders on all phases of emergency management program activities.</p>	<p>F.1.1: Each jurisdiction's emergency manager will work with appropriate planning partners to coordinate and collaborate on strategic topics in emergency management.</p> <p>F.2.1: Each jurisdiction's emergency manager will work with established planning partners on a regular basis to develop and/or strengthen basic program activities for all phases of emergency management.</p>	<ul style="list-style-type: none"> <li>Reporting tool</li> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> <li>County OES</li> <li>OACC members</li> </ul>
4.2. Enhance the functional and operational capabilities of EOCs within the OA.	G: Ensure local EOC facilities are capable of supporting local jurisdictional response and recovery activities that are consistent with SEMS/NIMS.	G.1: Each jurisdiction's emergency manager will continue to improve the functionality of its EOC operations.	G.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop and implement methods to improve the functionality of their EOC operations.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
7.1. Establish a resource management system.	H: Establish a resource management system that is compatible with the OA system.	H.1: Each jurisdiction's emergency manager will develop and maintain a resource management system.	<p>H.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop a basic resource management system that is compatible with the OA-developed standardized resource management system, as appropriate.</p> <p>H.1.2: Each jurisdiction's emergency manager will implement an OA compatible resource management system.</p>	<ul style="list-style-type: none"> <li>Reporting tool</li> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> <li>County OES</li> <li>OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
7.3. Develop and implement a disaster donations management plan.	I: Develop a disaster donations management plan.	I.1: Each jurisdiction's emergency manager will develop a disaster donations management plan that defines the organizational actions and roles necessary for the acceptance, management, and distribution of solicited and/or unsolicited donations during a disaster.	I.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop a basic plan for the acceptance, management, and distribution of solicited and/or unsolicited donations during a disaster.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>OACC members</li> </ul>
7.4. Develop and implement a disaster volunteer management plan.	J: Develop a disaster volunteer management plan.	J.1: Each jurisdiction's emergency manager will develop a disaster volunteer management plan that addresses affiliated and/or unaffiliated volunteers.	J.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop a basic disaster volunteer management plan for affiliated and/or unaffiliated volunteers.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
8.1. Develop and maintain an emergency communications system for internal and external stakeholders.	K: Develop and maintain emergency communications, notification, and warning systems.	K.1: Each jurisdiction's emergency manager will develop a jurisdiction-wide emergency communications capability for internal and external stakeholders and emergency personnel. This capability will include redundant systems that provide an alternate means of communication in case of	K.1.1: Each jurisdiction's emergency manager, along with appropriate jurisdictional stakeholders, will develop an interoperable, robust, redundant, reliable, and coordinated emergency communications capability.	<ul style="list-style-type: none"> <li>Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>County OES</li> <li>OACC members</li> </ul>
8.3. Develop and maintain an					

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
<p>emergency notification system to alert and relay warnings to key personnel.</p> <p>8.5. Develop and maintain an emergency warning system for the public.</p>		<p>failure of primary systems.</p> <p>K.2: Each jurisdiction's emergency manager will develop a notification system to initiate, receive, and/or relay warnings to alert key decision makers and emergency response personnel.</p> <p>K.3: Each jurisdiction's emergency manager will develop a system to disseminate emergency alerts and warnings to the public.</p>	<p>K.1.2: Annually, each jurisdiction's emergency manager, along with appropriate planning partners, will test, or demonstrate the effectiveness of through real-world use, the developed emergency communications capability.</p> <p>K.2.1 Each jurisdiction's emergency manager will be responsible for the development of an interoperable, robust, and redundant, reliable, and coordinated emergency notification system for decision makers and emergency personnel notification.</p> <p>K.2.2: Annually, each jurisdiction's emergency manager, along with appropriate planning partners, will test, or demonstrate the effectiveness of through real-world use, the developed emergency notification system.</p> <p>K.3.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will be responsible for the development of an interoperable, robust, redundant, reliable, and coordinated emergency alert and warning system for public notifications.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>



Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
			<p><b>K.3.2:</b> Annually, each jurisdiction's emergency manager, along with appropriate planning partners, will test, or demonstrate the effectiveness of through real-world use, the emergency alert and warning system.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
<p><b>10.1. Develop and implement a joint information system (JIS).</b></p>	<p>L: Develop and strengthen joint information system (JIS) capabilities throughout the OA.</p>	<p>L.1: Each jurisdiction's emergency manager will develop an internal system to ensure consistency among partnering organizations of messages delivered by the jurisdiction to internal and external stakeholders.</p> <p>L.2: Each jurisdiction will have a designated and trained public information spokesperson(s).</p>	<p>L.1.1: Each jurisdiction's emergency manager, along with appropriate planning partners, will develop a joint information system/plan/procedures based on FEMA guidance for internal and external stakeholders.</p> <p>L.2.1: Each jurisdiction will have a designated public information spokesperson(s).</p> <p>L.2.2: Each jurisdiction will have a public information spokesperson(s) trained to perform all emergency management public information duties.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
<p><b>11.1. Develop and implement an emergency preparedness outreach and education</b></p>	<p>M: Enhance individual, business, and community resilience through emergency preparedness public outreach and education.</p>	<p>M.1: Each jurisdiction's emergency manager will create and share emergency preparedness materials and publications with internal and external audiences.</p>	<p>M.1.1: Each jurisdiction's emergency manager will develop and share emergency preparedness public education materials.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
program.		<p><b>M.2:</b> Each jurisdiction's emergency manager will participate in and contribute to Whole Community preparedness outreach and education.</p>	<p><b>M.2.1:</b> Each jurisdiction's emergency manager will share emergency preparedness materials and information with jurisdictional stakeholders through participation in appropriate state, local, and community meetings and trainings.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
<p><b>12.1. Develop and implement a training program.</b></p> <p><b>13.1. Develop and implement an exercise program.</b></p>	<p><b>N:</b> Strengthen and validate OA-wide response and recovery capabilities through education, exercises, training, and evaluation.</p>	<p><b>N.1:</b> Each jurisdiction's emergency manager will create a multi-year training and exercise plan (TEP) or participate in the development of the OA's Multi-Year TEP.</p>	<p><b>N.1.1:</b> The jurisdiction's emergency manager, along with appropriate planning partners, will conduct a TEP Workshop or participate in the County's TEP Workshop.</p> <p><b>N.1.2:</b> Each jurisdiction's emergency manager, along with jurisdictional stakeholders, will establish achievable goals and objectives for a training and exercise program.</p> <p><b>N.1.3:</b> Each jurisdiction's emergency manager will be responsible for the development of a multi-year TEP and/or participation in the development of the OA's Multi-Year TEP.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>
		<p><b>N.2:</b> Each jurisdiction's emergency manager will conduct or participate in training and exercises.</p>	<p><b>N.2.1:</b> Each jurisdiction's emergency manager, along with jurisdictional stakeholders, will conduct training and/or participate in regionally available training.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

Program Element	Goal	Objective	Performance Measure	Tracking Method	Evaluation Responsibility
			<p><b>N.2.2:</b> Each jurisdiction's emergency manager, along with jurisdictional stakeholders, will develop and/or participate in a regional exercise based on the jurisdiction's actual risks and vulnerabilities.</p>	<ul style="list-style-type: none"> <li>▪ Reporting tool</li> </ul>	<ul style="list-style-type: none"> <li>▪ County OES</li> <li>▪ OACC members</li> </ul>

This page intentionally left blank.

## Appendix C: References

### Primary

The documents in the following table were used for creating the OA Combined Baseline Matrix and the OA baseline matrix guidance document.

1	FEMA Core Capabilities <a href="http://www.fema.gov/core-capabilities">http://www.fema.gov/core-capabilities</a>
2	Emergency Management Accreditation Program, Emergency Management Standard <a href="http://www.emaponline.org/index.php?option=com_content&amp;view=article&amp;id=118&amp;Itemid=110">http://www.emaponline.org/index.php?option=com_content&amp;view=article&amp;id=118&amp;Itemid=110</a>
3	ANSI 223/NFPA 1600 Standard on Emergency Management and Business Continuity Programs <a href="http://www.preparednessllc.com/resources/nfpa_1600.html">http://www.preparednessllc.com/resources/nfpa_1600.html</a>
4	Cal EMA Strategic Plan 2010–2015 <a href="http://www.calema.ca.gov/PlanningandPreparedness/Documents/CalEMA_StrategicPlan_2010.pdf">http://www.calema.ca.gov/PlanningandPreparedness/Documents/CalEMA_StrategicPlan_2010.pdf</a>
5	California Homeland Security Strategy 2012–2015 <a href="http://www.calema.ca.gov/EMS-HS-HazMat/Documents/2012_CA_State_Homeland_Security_Strategy_FINAL.pdf">http://www.calema.ca.gov/EMS-HS-HazMat/Documents/2012_CA_State_Homeland_Security_Strategy_FINAL.pdf</a>
6	Whole Community <a href="http://www.fema.gov/whole-community">http://www.fema.gov/whole-community</a>

### Federal

- Homeland Security Presidential Directive 5: Management of Domestic Incidents  
<http://www.dhs.gov/laws-regulations-1>
- Post-Katrina Emergency Management Reform Act of 2006  
<http://www.gpo.gov/fdsys/pkg/PLAW-109publ295/pdf/PLAW-109publ295.pdf>
- Presidential Policy Directive 8: National Preparedness  
<http://www.dhs.gov/presidential-policy-directive-8-national-preparedness>
- Robert T. Stafford Disaster Relief and Emergency Assistance Act  
<http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>
- Comprehensive Preparedness Guide (CPG) 101 (Version 2)  
[http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf)
- Emergency Management Assistance Compact  
<http://www.emacweb.org>
- Homeland Security Exercise and Evaluation Program  
<https://hseep.dhs.gov>
- Local and Tribal NIMS Integration  
[http://www.fema.gov/pdf/emergency/nims/eop-sop\\_local\\_online.pdf](http://www.fema.gov/pdf/emergency/nims/eop-sop_local_online.pdf)

- National Incident Management System  
<http://www.fema.gov/national-incident-management-system>
- National Infrastructure Protection Plan  
<https://www.dhs.gov/national-infrastructure-protection-plan>
- National Planning Frameworks  
<http://www.fema.gov/national-planning-frameworks>
- National Preparedness Goal  
<http://www.fema.gov/national-preparedness-goal>

### State

- California Emergency Services Act, California Government Code, Title 2, Division 1, Chapter 7, Sections 8550–8668  
[http://www.leginfo.ca.gov/.html/gov\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/.html/gov_table_of_contents.html)
- California Government Code, Title 2, Division 1, Chapter 7, Article 9, Section 8605: Operational Areas  
[http://www.leginfo.ca.gov/.html/gov\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/.html/gov_table_of_contents.html)
- California Catastrophic Incident Base Plan: Concept of Operations, 2008  
[http://www.calema.ca.gov/PlanningandPreparedness/Documents/Cat\\_Incident\\_Base\\_Plan.pdf](http://www.calema.ca.gov/PlanningandPreparedness/Documents/Cat_Incident_Base_Plan.pdf)
- California Disaster and Civil Defense Master Mutual Aid Agreement  
<http://www.calema.ca.gov/planningandpreparedness/documents/camastermutaid.pdf>
- California Office of Emergency Services: Documents, Publications, and Plans  
[http://www.calema.ca.gov/PlanningandPreparedness/Pages/Documents\\_and\\_Publications.aspx](http://www.calema.ca.gov/PlanningandPreparedness/Pages/Documents_and_Publications.aspx)
- California Recovery and Mitigation Handbook, July 2004  
[http://www.calema.ca.gov/PlanningandPreparedness/Documents/Handbook10\\_04.pdf](http://www.calema.ca.gov/PlanningandPreparedness/Documents/Handbook10_04.pdf)
- Southern California Catastrophic Earthquake Response Plan, 2010  
<http://www.calema.ca.gov/planningandpreparedness/pages/catastrophic-planning.aspx>
- Standardized Emergency Management System (SEMS)  
<http://www.calema.ca.gov/planningandpreparedness/pages/standardized-emergency-management-system.aspx>
- State of California Emergency Plan, 2009  
<http://www.calema.ca.gov/planningandpreparedness/pages/state-emergency-plan.aspx>

### County

- San Bernardino County, California Code of Ordinances, Title 2, Division 1, Chapter 1: Public Morals, Safety and Welfare  
[http://www.amlegal.com/nxt/gateway.dll/California/sanbernardinocounty\\_ca/sanbernardinocountycaliforniacodeofordin?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanbernardinocounty\\_ca](http://www.amlegal.com/nxt/gateway.dll/California/sanbernardinocounty_ca/sanbernardinocountycaliforniacodeofordin?f=templates$fn=default.htm$3.0$vid=amlegal:sanbernardinocounty_ca)

- National Incident Management System (NIMS) Compliance Assistance Support Tool (NIMSCAST), San Bernardino County OA, 2012  
(Not available online)
- San Bernardino County Emergency Operations Plan, 2012  
(Not available online)
- San Bernardino County Multi-Jurisdictional Hazard Mitigation Plan, 2010  
[http://www.sbcfire.org/oes/emg\\_planning\\_docs.aspx](http://www.sbcfire.org/oes/emg_planning_docs.aspx)

**Other**

- Certified Emergency Manager Certification Program, International Association of Emergency Managers (IAEM)
- Guidance for Integrating Culturally Diverse Communities into Planning for and Responding to Emergencies: A Toolkit, National Consensus Panel on Emergency Preparedness and Cultural Diversity,
- Business Continuity Guideline—A Practical Approach for Emergency Preparedness, Crisis Management, and Disaster Recovery, ASIS International, 2005

This page intentionally left blank.



## Appendix D: List of Acronyms

EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
JIS	Joint Information System
NIMS	National Incident Management System
OA	Operational Area
OACC	Operational Area Coordinating Council
SEMS	Standardized Emergency Management System
SOP	Standard Operating Procedure
TEP	Training and Exercise Program



# San Bernardino County Operational Area Emergency Management Coordination Plan Combined Baseline Matrix

*September 23, 2013*



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES



**FEMA**

## Overview

The San Bernardino County Operational Area (OA) Emergency Management Coordination Plan Combined Baseline Matrix is used in conjunction with the San Bernardino County OA Emergency Management Coordination Plan Baseline Matrix Guide to establish an emergency management program baseline for all the jurisdictions within the OA.<sup>1</sup>

The combined matrix lists basic elements that comprise a complete emergency management program for the jurisdictions in the San Bernardino County OA. Individual emergency management program elements were identified and developed based on research of various documents published by both governmental and nongovernmental organizations, using the core capabilities as a foundation. For each program element listed, the corresponding core capability is included.

The program elements were developed to create an essential baseline for all the jurisdictional emergency management programs in the San Bernardino County OA. As the OA continues to develop the program over time, additional program elements may be identified and added.

The program elements are organized into the following categories:

- Administration
- Laws and authorities
- Operational planning
- Emergency Operations Center (EOC)
- Hazard and risk identification
- Hazard mitigation
- Resource management and logistics
- Communications and warning
- Public information
- Crisis communications
- Community Outreach and Education
- Training
- Exercises
- Grants

When completing the baseline matrix, the emergency managers classified the program elements for their jurisdiction as complete/fully implemented (colored green and marked with an “A”), in progress/not fully implemented (colored yellow and marked with a “B”), or not started (colored blue and marked with a “C”). This information was collated into a single combined baseline matrix for the OA.

<sup>1</sup> Note: An OA baseline matrix was not received for Grand Terrace.

**San Bernardino County Operational Area Emergency Management Coordination Combined Baseline Matrix**

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Cotton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yucca Valley	San Manuel
<b>1. Administration</b>																										
1.1. Develop and adopt an executive policy or vision statement (Operational Coordination)	A	B	A	B	A	C	A	A	B		C	C	A	C	B	A	A	B	C	B	C	A	A	A	A	A
1.2. Develop and maintain leadership commitment (Operational Coordination)	A	C	A	B	A	B	A	A	A		A	B	A	B	A	A	A	A	C	A	C	B	A	A	B	A
1.3. Develop and implement multi-year strategic plan (Operational Coordination)	B	C	B	B	C	A	B	B	C		C	C	B	C	B	B	A	C	C	C	C	B	B	C	B	B
1.4. Develop and implement a documented system and schedule for program evaluation (Operational Coordination)	A	C	B	C	C	C	C	B	C		B	C	B	C	B	A	A	C	C	C	C	B	C	A	C	B
1.5. Design and implement a designated emergency management agency, department, or office (Operational Coordination)	A	B	A	A	B	A	A	A	A		A	A	A	A	A	A	A	A	B	A	A	B	A	A	A	A
1.6. Designate an individual to direct, manage, and execute the emergency management program (Operational Coordination)	A	A	A	A	A	A	A	A	A		A	A	A	B	A	A	A	A	A	A	A	B	A	A	B	A
1.7. Develop and implement a documented process for advisory committee involvement in the emergency management program (Planning)	A	C	A	C	C	C	B	C	B		A	C	A	C	A	A	A	A	C	B	A	C	B	C	B	A

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel
1.8. Develop and implement an advisory committee meeting schedule (Planning)	A	C	A	C	C	C	B	C	C		A	C	A	C	B	A	A	A	C	C	C	C	B	C	C	A
1.9. Develop and implement a program budget and schedule (Planning)	A	C	A	B	C	A	B	A	B		A	B	A	B	C	B	A	C	C	B	C	B	G	A	A	A
1.10. Develop and implement a financial and administrative procedures for cost recovery (Operational Coordination)	A	B	A	B	A	B	B	C	C		C	B	C	B	A	B	A	C	B	C	A	B	B	A	A	A
1.11. Develop and implement a records management system (Operational Coordination)	A	B	A	B	A	B	C	C	B		A	B	A	A	A	B	A	C	B	B	A	A	B	A	B	A
1.12. Adopt and implement an incident management system (Operational Coordination)	A	C	A	A	A	B	B	A	A		A	A	A	A	A	B	A	C	B	A	A	B	B	B	A	A
1.13. Develop and implement mutual aid agreements (Operational Coordination)	A	B	B	A	A	B	B	B	A		C	B	B	A	A	B	A	C	A	A	A	A	A	B	A	A
<b>Comments:</b>																										
<b>2. Laws and Authorities</b>																										
2.1. Comply with applicable legislation, regulations, directives, and policies (Operational Coordination)	A	C	B	A	A	A	A	A	A		A	B	A	A	A	A	A	C	B	A	A	B	B	A	A	A



San Bernardino County Operational Area Emergency Management Coordination Plan  
Combined Baseline Matrix

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel
2.2. Develop and implement a process for identifying and addressing legislative and regulatory changes (Operational Coordination)	A	C	B	A	B	B	B	C	A		A	B	C	A	A	A	A	C	C	A	A	B	C	A	C	A
<b>Comments:</b>																										
3. Operational Planning																										
3.1. Develop and implement an emergency operations plan (EOP) (Planning)	A	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	B	A	A	A	B	B	A	A	A
3.2. Develop and implement a local hazard mitigation plan (HMP) (Planning)	A	A	A	A	A	A	A	A	A		A	B	A	A	A	A	A	B	B	A	B	B	B	A	A	A
3.3. Develop and implement a recovery plan (Planning)	B	B	A	B	B	C	C	B	C		A	A	B	B	A	B	C	C	B	C	B	B	C	A	A	A
3.4. Develop and implement a continuity of operations plan (COOP) (Planning)	A	B	B	B	B	C	C	A	A		A	B	A	B	A	B	A	C	C	A	A	B	C	A	A	A
3.5. Develop and implement a continuity of government (COG) plan (Planning)	A	B	B	B	B	C	B	B	A		A	A	B	B	A	B	A	C	C	A	A	B	B	A	A	A
3.6. Develop and implement standard operating procedures (SOPs) (Operational Coordination)	B	A	A	B	C	B	B	B	B		A	B	B	A	A	B	A	C	C	B	A	B	C	A	A	A
3.7. Develop and implement employee assistance and support (Planning)	B	B	B	B	B	B	B	B	C		A	B	B	B	A	B	A	C	C	C	C	B	C	C	C	A

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel
3.8. Develop and implement a strategy among disciplines to coordinate emergency management activities (Operational Coordination)	A	B	B	B	B	B	B	B	B	A	A	B	B	A	A	B	A	C	B	B	A	B	C	A	B	A
3.9. Develop and implement procedures to exchange information among internal and external stakeholders (Intelligence and Information Sharing)	A	C	B	B	B	B	C	B	A		A	B	B	B	A	B	A	C	C	A	A	B	C	A	C	A
<b>Comments:</b>																										
<b>4. Emergency Operations Center (EOC)</b>																										
4.1. Designate a primary and alternate EOC (Operational Coordination)	A	A	A	A	A	A	A	A	B		A	A	A	A	A	A	A	A	B	C	A	B	B	A	A	A
<b>Comments:</b>																										
<b>5. Hazard and Risk Identification</b>																										
5.1. Identify natural and human-caused hazards that impact the jurisdiction (Threats and Hazard Identification)	A	B	A	B	A	A	A	A	A		A	A	A	A	A	A	A	B	B	A	B	B	C	A	A	A
<b>Comments:</b>																										
<b>6. Hazard Mitigation</b>																										
6.1. Develop and implement a mitigation program to eliminate or mitigate the effects of hazards (Long-term vulnerability Reduction)	A	C	B	B	A	A	B	A	B		A	A	A	A	A	B	A	C	B	B	B	B	C	A	A	A

San Bernardino County Operational Area Emergency Management Coordination Plan  
 Combined Baseline Matrix

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel
	<b>Comments:</b>																									
<b>7. Resource Management and Logistics</b>																										
7.1. Establish and update a resource management system (Operational Coordination)	B	B	A	A	A	C	B	B	B		B	B	B	B	A	B	B	C	B	B	B	B	B	B	B	B
7.2. Develop and implement a system for obtaining internal and external resources (Operational Coordination)	A	B	A	A	A	B	C	C	B		B	B	C	A	A	B	B	C	B	B	B	B	C	B	B	A
7.3. Develop and implement a donations resource management system (Operational Coordination)	B	C	A	A	B	C	C	C	C		C	C	B	C	A	C	B	C	C	C	C	B	C	C	C	B
7.4. Develop and implement a disaster volunteer management system (Operational Coordination)	B	C	A	A	B	C	C	B	B		B	C	B	C	B	C	A	B	C	B	A	A	C	C	B	A
	<b>Comments:</b>																									
<b>8. Communications and Warning</b>																										
8.1. Develop and maintain a communications system for internal and external stakeholders (Operational Communications)	A	B	A	B	B	A	B	B	B		A	B	B	A	A	B	A	B	B	B	A	B	C	A	A	A
8.2. Test communications system (Operational Communications)	A	C	A	B	B	A	B	B	B		B	B	B	A	A	B	A	C	C	B	A	A	C	A	A	A



**San Bernardino County Operational Area Emergency Management Coordination Plan  
Combined Baseline Matrix**

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel
8.3. Develop and maintain a notification system to alert and relay warnings to key personnel (Operational Communications)	A	C	B	B	B	B	B	B	B		A	B	B	A	A	B	A	B	B	B	A	A	C	A	B	A
8.4. Test notification system (Operational Communications)	A	C	B	B	B	B	B	C	B		B	B	C	B	A	B	A	C	C	B	A	A	C	A	C	A
8.5. Develop and maintain an emergency warning system to the public (Operational Communications)	A	C	C	B	B	A	A	B	B		A	B	B	A	A	B	A	B	B	B	C	B	C	A	C	B
8.6. Test emergency warning system (Operational Communications)	B	C	C	C	B	A	A	C	B		A	B	C	A	A	B	A	C	C	B	C	B	C	A	C	B
8.7. Develop and maintain communications, notification, and emergency warning operating procedures (Operational Communications)	A	C	B	C	B	A	A	C	B		B	C	C	B	A	B	A	B	C	B	A	B	C	A	C	A
<b>Comments:</b>																										
<b>9. Public Information:</b>																										
9.1. Develop and implement a public information system (Operational Communications)	A	C	A	B	B	A	A	B	A		A	B	B	A	A	A	A	A	B	A	A	B	C	A	B	B
<b>Comments:</b>																										

San Bernardino County Operational Area Emergency Management Coordination Plan  
 Combined Baseline Matrix

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel	
<b>10. Crisis Communications</b>																											
10.1. Develop and implement a joint information system (Operational Communications)	A	B	B	B	A	B	C	C	A		B	B	C	C	A	A	B	A	C	A	A	B	C	A	A	A	A
10.2. Designate a primary and alternate joint information center (Operational Communications)	A	B	B	B	A	B	C	C	A		B	B	C	C	A	A	B	A	C	A	A	B	C	A	A	A	A
10.3. Designate and train public information spokespersons (Operational Communications)	B	B	B	B	A	B	A	A	A		B	A	B	B	B	A	A	A	B	A	B	B	C	A	A	B	B
<b>Comments:</b>																											
<b>11. Public Outreach and Education</b>																											
11.1. Develop and implement an outreach and education program (Planning)	B	C	A	B	B	A	B	B	A		A	B	B	B	A	C	A	B	C	C	A	B	C	A	C	A	B
<b>Comments:</b>																											
<b>12. Training</b>																											
12.1. Develop and implement a training program (Operational Coordination)	A	A	A	A	B	B	B	B	C		B	C	B	B	A	A	A	B	B	C	A	B	C	B	B	B	B
12.2. Conduct training (Operational Coordination)	A	B	A	A	B	A	B	B	C		B	B	B	A	A	A	A	B	C	C	B	B	C	B	B	B	B
12.3. Maintain training records (Operational Coordination)	A	B	A	A	B	A	A	A	C		A	B	A	A	A	A	A	B	C	C	B	B	B	B	B	B	B
<b>Comments:</b>																											

OA Program Element (Core Capability)	County	Adelanto	Town of Apple Valley	Barstow	Big Bear	Chino	Chino Hills	Colton	Fontana	Grand Terrace	Hesperia	Highland	Loma Linda	Montclair	Needles	Ontario	Rancho Cucamonga	Redlands	Rialto	San Bernardino	Twenty-nine Palms	Upland	Victorville	Yucaipa	Town of Yuca Valley	San Manuel	
<b>13. Exercises</b>																											
13.1. Develop and implement an exercise program (Operational Coordination)	A	B	A	A	B	A	B	B	C		A	B	B	B	B	B	A	B	B	C	B	B	C	B	B	B	B
13.2. Conduct exercises (Operational Coordination)	A	B	A	A	B	A	B	B	C		B	B	B	A	B	A	A	B	B	C	B	B	C	B	B	B	B
13.3. Develop and implement a corrective actions process (Operational Coordination)	A	B	A	A	B	A	B	A	C		B	C	A	A	B	A	A	B	C	C	B	B	C	B	B	B	B
<b>Comments:</b>																											
<b>14. Grants</b>																											
14.1. Apply for and administer emergency management grant funding (Planning)	A	A	A	C	B	A	A	A	B		A	C	A	A	A	A	A	A	C	A	C	A	C	A	A	C	C
14.2. Develop and implement a grants tracking, monitoring and accountability program (Planning)	A	A	A	C	A	A	B	A	B		A	C	A	A	A	A	A	B	C	B	C	A	C	A	A	A	A
<b>Comments:</b>																											

This page intentionally left blank.

# Jurisdiction Reporting Tool Sample

<b>Emergency Management Program Improvements – Status Update</b> <b>Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of _____]</b>					
<b>OA Emergency Program Standard/Program Element Objective (Core Capability)</b> <i>(Prioritized objectives are highlighted in red)</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective:			<b>Milestone Completion Deadline</b>	<b>Measurement Intervals</b>
	<b>Completed</b>	<b>In progress</b>	<b>Not started</b>		
<b>1. Administration</b>					
1.1. Develop and adopt an executive policy or vision statement ( <i>Operational Coordination</i> )					
1.2. Develop and maintain leadership commitment ( <i>Operational Coordination</i> )					
1.3. Develop and implement a multi-year strategic plan ( <i>Operational Coordination</i> )				Year 1	
1.4. Develop and implement a documented system and schedule for program evaluation ( <i>Operational Coordination</i> )					
1.5. Design and implement a designated emergency management agency, department, or office ( <i>Operational Coordination</i> )					

Emergency Management Program Improvements – Status Update Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of _____]				
OA Emergency Program Standard Program Element Objective (Core Capability)	Check the column that applies to the level of work completed by your organization on each prioritized program element objective.			
	Completed	In Progress	Not started	Milestone Completion Deadline
Measurement Intervals				
<i>[Prioritized objectives are highlighted in red]</i> 1.6. Designate an individual to direct, manage, and execute the emergency management program (Operational Coordination)				
1.7. Develop and implement a documented process for advisory committee involvement in the emergency management program. (Planning)				
1.8. Develop and implement an advisory committee meeting schedule. (Planning)				
1.9. Develop and implement a program budget and schedule. (Planning)				
1.10. Develop and implement financial and administrative procedures for cost recovery. (Operational Coordination)				Year 1
1.10.1. Form a committee and begin developing SOPs (C.1.1)				Year 1
1.10.2. Develop and submit basic SOPs for approval. (C.1.2)				Year 1
1.10.3. Update SOPs. (C.1.3)				Year 1 and then annually

<b>Emergency Management Program Improvements – Status Update</b> <b>Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of _____]</b>					
OA Emergency Program Standard Program Element Objective (Core Capability) <i>(Prioritized objectives are highlighted in red)</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element/objective:			Milestone Completion Deadline	Measurement Intervals
	Completed	In progress	Not started		
1.10.4. Develop and implement training. (C.2.1)				Year 1	Monthly
1.10.5. Develop and implement tracking tool. (C.2.2)				Year 1 and then annually	Quarterly
1.10.6. Develop and implement records management system. (C.3.1)				Year 1	Monthly
1.10.7. Review and revise records management system. (C.3.2)				Year 1 and then annually	Quarterly
1.11. Develop and implement a records management system. (Operational Coordination)					
1.12. Adopt and implement an incident management system. (Operational Coordination)					
1.13. Develop and implement mutual aid agreements. (Operational Coordination)					
<b>Comments:</b>					



**Emergency Management Program Improvements – Status Update**

Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of \_\_\_\_\_]

OA Emergency Program Standard/Program Element Objective (Core Capability) <i>[Prioritized objectives are highlighted in red]</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective.			Milestone Completion Deadline	Measurement Intervals
	Completed	In progress	Not started		
<b>2. Laws and Authorities</b>					
2.1. Comply with applicable legislation, regulations, directives, and policies. (Operational Coordination)					
2.2. Develop and implement a process for identifying and addressing legislative and regulatory changes. (Operational Coordination)					
<b>Comments:</b>					
<b>3. Operational Planning</b>					
3.1. Develop and implement an emergency operations plan (EOP). (Planning)					
3.2. Develop and implement a local hazard mitigation plan. (HMP). (Planning)					
3.3. Develop and implement a recovery plan. (Planning)				Year 2	Quarterly
3.4. Develop and implement a continuity of operations plan (COOP). (Planning)					
3.5. Develop and implement a continuity of government (COG) plan. (Planning)					



<b>Emergency Management Program Improvements – Status Update</b> <b>Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of ]</b>					
OA Emergency Program Standard Program Element Objective (Core Capability) <i>[Prioritized objectives are highlighted in red]</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective			Milestone Completion Deadline	Measurement Intervals
	Completed	In progress	Not started		
3.6. Develop and implement standard operating procedures (SOPs). <i>(Operational Coordination)</i>				Year 2	Quarterly
3.7. Develop and implement employee assistance and support. <i>(Planning)</i>					
3.8. Develop and implement a strategy among disciplines to coordinate emergency management activities. <i>(Operational Coordination)</i>				Year 2	Quarterly
3.9. Develop and implement procedures to exchange information among internal and external stakeholders. <i>(Intelligence and Information Sharing)</i>					
<b>Comments:</b>					
<b>4. Emergency Operations Center (EOC)</b>					
4.1. Designate a primary and alternate EOC. <i>(Operational Coordination)</i>					
4.2. Develop and implement functional and operational capabilities of the EOC. <i>(Operational Coordination)</i>				Year 3	Quarterly
<b>Comments:</b>					

**Emergency Management Program Improvements – Status Update**

**Jurisdiction:** *[Fill in your local jurisdiction name here – City of/Town of \_\_\_\_\_]*

OA Emergency Program Standard/Program Element Objective (Core Capability) <i>[Prioritized objectives are highlighted in red]</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective		Milestone Completion Deadline	Measurement Intervals
	Completed	Not started		
<b>5. Hazard and Risk Identification</b>				
5.1. Identify natural and human-caused hazards that impact the jurisdiction. (Threats and Hazard Identification)				
<b>Comments:</b>				
<b>6. Hazard Mitigation</b>				
6.1. Develop and implement a mitigation program to eliminate or mitigate the effects of hazards. (Long-term vulnerability Reduction)				
<b>Comments:</b>				
<b>7. Resource Management and Logistics</b>				
7.1. Establish and update a resource management system. (Operational Coordination)			Year 5	Quarterly
7.2. Develop and implement a system for obtaining internal and external resources. (Operational Coordination)				
7.3. Develop and implement a donations resource management system. (Operational Coordination)			Year 4	Quarterly

**Emergency Management Program Improvements – Status Update**  
**Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of \_\_\_\_\_]**

OA Emergency Program Standard Program Element Objective (Core Capability)  <i>[Prioritized objectives are highlighted in red]</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective:			Milestone Completion Deadline	Measurement Intervals
	Completed	In progress	Not started		
7.4. Develop and implement a disaster volunteer management system. (Operational Coordination)					
<b>Comments:</b>					
<b>8. Communications and Warning</b>					
8.1. Develop and maintain a communications system for internal and external stakeholders. (Operational Communications)				Year 4	Quarterly
8.2. Test communications system. (Operational Communications)					
8.3. Develop and maintain a notification system to alert and relay warnings to key personnel. (Operational Communications)				Year 4	Quarterly
8.4. Test notification system. (Operational Communications)					
8.5. Develop and maintain an emergency warning system to the public. (Operational Communications)				Year 4	Quarterly
8.6. Test emergency warning system. (Operational Communications)					

**Emergency Management Program Improvements – Status Update**  
**Jurisdiction: [Fill in your local jurisdiction name here – City of/Town of \_\_\_\_\_]**

OA Emergency Program Standard Program Element Objective (Core Capability)	Check the column that applies to the level of work completed by your organization on each prioritized program element objective.			Milestone Completion Deadline	Measurement Intervals
	Completed	In Progress	Not started		
<p><i>(Prioritized objectives are highlighted in red)</i></p> <p>8.7. Develop and maintain communications, notification, and emergency warning operating procedures. (Operational Communications)</p>					
<b>Comments:</b>					
<b>9. Public Information</b>					
9.1. Develop and implement a public information system. (Operational Communications)					
<b>Comments:</b>					
<b>10. Crisis Communications</b>					
10.1. Develop and implement a joint information system. (Operational Communications)				Year 4	Quarterly
10.2. Designate a primary and alternate joint information center. (Operational Communications)					
10.3. Designate and train public information spokespersons. (Operational Communications)					
<b>Comments:</b>					

Emergency Management Program Improvements – Status Update Jurisdiction: <i>[Fill in your local jurisdiction name here – City of/Town of ]</i>					
OA Emergency Program Standard Program Element Objective <i>(Core Capability)</i> <i>[Prioritized objectives are highlighted in red]</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective			Milestone Completion Deadline	Measurement Intervals
	Completed	In progress	Not started		
<b>14. Public Outreach and Education</b>					
14.1. Develop and implement an outreach and education program. <i>(Planning)</i>				Year 3	Quarterly
<b>Comments:</b>					
<b>12. Training</b>					
12.1. Develop and implement a training program. <i>(Operational Coordination)</i>				Year 3	Quarterly
12.2. Conduct training. <i>(Operational Coordination)</i>					
12.3. Maintain training records. <i>(Operational Coordination)</i>					
<b>Comments:</b>					
<b>13. Exercises</b>					
13.1. Develop and implement an exercise program. <i>(Operational Coordination)</i>				Year 3	Quarterly
13.2. Conduct exercises. <i>(Operational Coordination)</i>					
13.3. Develop and implement a corrective actions process. <i>(Operational Coordination)</i>					
<b>Comments:</b>					

**Emergency Management Program Improvements – Status Update**

**Jurisdiction:** *[Fill in your local jurisdiction name here – City of/Town of \_\_\_\_\_]*

OA Emergency Program Standard Program Element Objective (Core Capability) <i>(Prioritized objectives are highlighted in red)</i>	Check the column that applies to the level of work completed by your organization on each prioritized program element objective			Milestone Completion Deadline	Measurement Intervals
	Completed	In Progress	Not started		
<b>14. Grants</b> 14.1. Apply for and administer emergency management grant funding. <i>(Planning)</i> 14.2. Develop and implement a grants tracking, monitoring and accountability program. <i>(Planning)</i>					

**Comments:**



September 3, 2014

Mr. Michael Antonucci, Emergency Services Manager  
San Bernardino County Fire/Office of Emergency Services  
1743 Miro Way  
Rialto, CA 92376

Dear Mr. Antonucci,

As the Town Manager for the Town of Yucca Valley, this letter is to advise you of our concurrence to support the San Bernardino County Operational Area Emergency Management Strategic Plan. We have reviewed the Plan, its objectives, implementation strategies and performance measures, and agree to its intent of a uniform standard for emergency management programs throughout the Operational Area.

We appreciate that the planning process included participation with the City/Town Emergency Managers, and we look forward to continue working with your office to implement the first-ever Emergency Management Strategic Plan for the San Bernardino County Operational Area.

Sincerely,

Curtis Yakimow  
Town Manager





Local ordinances adopted before September 1, 2014, which currently cover a third of California's population, would be protected under a grandfathering clause. There are over 77 adopted ordinances covering 105 cities and counties. Palm Springs and Desert Hot Springs adopted ordinances in April 2014 and were the first inland communities to do so.

The purpose of the bill as stated by the author says, "California uses an estimated 14 billion single-use plastic bags a year. According to CalRecycle, less than 5% of single-use plastic bags are recycled. Plastic bags cause litter, slow sorting and jam machinery at recycling centers, costing California more than an estimated \$25 million each year to collect and bury the plastic bag waste. By banning plastic bags on a state-wide level, the amount of litter and plastic marine debris caused by plastic bags can be significantly reduced."

Recent action on the bill was on August 18, 2014, where SB 270 was read a second time and amended. Included as part of the amendments was that \$2 million would be appropriated from the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account for the purpose of providing loans for the creation and retention of jobs in California for the manufacture and recycling of plastic reusable grocery bags.

On August 21, 2014, the bill was amended again to reflect that the \$0.10 minimum bag charge collected was to be retained by the stores but to be used for specified purposes such as covering the actual costs to provide recycled paper bags or reusable grocery bags; or the cost for the store to provide educational materials or an educational campaign encouraging the use of reusable grocery bags.

At the time this staff report was written, the most recent action on the bill was on August 25, 2014, where SB 270 was read a third time and failed by 3 votes. It will be brought back to the floor for reconsideration prior to the end of August. August 30, 2014 is the last day of legislature and this bill will either pass and be presented to Governor Brown for signature, or it will fail and most likely be brought back to the Senate next year.

**Alternatives:** Decline to offer a letter of support at this time; direct staff to review the options of a similar Town ordinance.

**Fiscal impact:** None at this time.

**Attachments:** Senate Bill No. 270, amended as of August 21, 2014

AMENDED IN ASSEMBLY AUGUST 21, 2014

AMENDED IN ASSEMBLY AUGUST 18, 2014

AMENDED IN ASSEMBLY MAY 20, 2014

AMENDED IN ASSEMBLY MARCH 27, 2014

AMENDED IN ASSEMBLY FEBRUARY 6, 2014

**SENATE BILL**

**No. 270**

---

---

**Introduced by Senators Padilla, De León, and Lara**

(Principal coauthors: Assembly Members Alejo and Dababneh)

(~~Coauthor: Assembly Member Bonta~~)

(*Coauthors: Assembly Members Bonta, Levine, and Pan*)

February 14, 2013

---

---

An act to add Chapter 5.3 (commencing with Section 42280) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

SB 270, as amended, Padilla. Solid waste: single-use carryout bags.

(1) Existing law, until 2020, requires an operator of a store, as defined, to establish an at-store recycling program that provides to customers the opportunity to return clean plastic carryout bags to that store.

This bill, as of July 1, 2015, would prohibit stores that have a specified amount of sales in dollars or retail floor space from providing a single-use carryout bag to a customer, with specified exceptions. The bill would also prohibit those stores from selling or distributing a recycled paper bag at the point of sale unless the store makes that bag available for purchase for not less than \$0.10. The bill would also allow

those stores, on or after July 1, 2015, to distribute compostable bags at the point of sale only in jurisdictions that meet specified requirements and at a cost of not less than \$0.10. The bill would require these stores to meet other specified requirements on and after July 1, 2015, regarding providing reusable grocery bags to customers, including distributing those bags only at a cost of not less than \$0.10. *The bill would require all moneys collected pursuant to these provisions to be retained by the store and be used only for specified purposes.*

The bill, on and after July 1, 2016, would additionally impose these prohibitions and requirements on convenience food stores, foodmarts, and entities engaged in the sale of a limited line of goods, or goods intended to be consumed off premises, and that hold a specified license with regard to alcoholic beverages.

The bill would allow a retail establishment to voluntarily comply with these requirements, if the retail establishment provides the department with irrevocable written notice. The bill would require the department to post on its Internet Web site, organized by county, the name and physical location of each retail establishment that has elected to comply with these requirements.

The bill would require the operator of a store that has a specified amount of sales in dollars or retail floor space and a retail establishment that voluntarily complies with the requirements of this bill to comply with the existing at-store recycling program requirements.

The bill would require, on and after July 1, 2015, a reusable grocery bag sold by certain stores to a customer at the point of sale to be made by a certified reusable grocery bag producer and to meet specified requirements with regard to the bag's durability, material, labeling, heavy metal content, and, with regard to reusable grocery bags made from plastic film on and after January 1, 2016, recycled material content. The bill would impose these requirements as of July 1, 2016, on the stores that are otherwise subject to the bill's requirements.

The bill would prohibit a producer of reusable grocery bags made from plastic film from selling or distributing those bags on and after July 1, 2015, unless the producer is certified by a 3rd-party certification entity, as specified. The bill would require a reusable grocery bag producer to provide proof of certification to the department. The bill would require the department to provide a system to receive proofs of certification online.

The department would be required to publish on its Internet Web site a list of reusable grocery bag producers that have submitted the required

certification and their reusable grocery bags. The bill would require the department to establish an administrative certification fee schedule, which would require a reusable grocery bag producer providing proof to the department of certification or recertification to pay a fee. The bill would require that all moneys submitted to the department pursuant to these fee provisions be deposited into the Reusable Grocery Bag Fund, which would be established by the bill, and continuously appropriated for purposes of implementing these proof of certification and Internet Web site provisions, thereby making an appropriation. The bill would also require a reusable grocery bag producer to submit applicable certified test results to the department. The bill would authorize a person to object to a certification of a reusable grocery bag producer by filing an action for review of that certification in the superior court of a county that has jurisdiction over the reusable grocery bag producer. The bill would require the court to determine if the reusable grocery bag producer is in compliance with the provisions of the bill and, based on the court's determination, would require the court to direct the department to either remove or retain the reusable grocery bag producer on its published Internet Web site list.

The bill would allow a city, county, or city and county, or the state to impose civil penalties on a person or entity that knows or reasonably should have known it is in violation of the bill's requirements. The bill would require these civil penalties to be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action, and would allow the penalties collected by the Attorney General to be expended by the Attorney General, upon appropriation by the Legislature, to enforce the bill's provisions.

The bill would declare that it occupies the whole field of the regulation of reusable grocery bags, single-use carryout bags, and recycled paper bags provided by a store and would prohibit a local public agency from enforcing or implementing an ordinance, resolution, regulation, or rule, or any amendment thereto, adopted on or after September 1, 2014, relating to those bags, against a store, except as provided.

(2) The California Integrated Waste Management Act of 1989 creates the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account and continuously appropriates the funds deposited in the subaccount to the department for making loans for the purposes of the Recycling Market Development Revolving Loan Program. Existing law makes the provisions regarding the loan

program, the creation of the subaccount, and expenditures from the subaccount inoperative on July 1, 2021, and repeals them as of January 1, 2022.

This bill would appropriate \$2,000,000 from the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account to the department for the purposes of providing loans for the creation and retention of jobs and economic activity in California for the manufacture and recycling of plastic reusable grocery bags that use recycled content. The bill would require a recipient of a loan to agree, as a condition of receiving the loan, to take specified actions.

(3) The bill would require the department, no later than March 1, 2018, to provide a status report to the Legislature on the implementation of the bill’s provisions.

Vote: majority. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Chapter 5.3 (commencing with Section 42280)  
 2 is added to Part 3 of Division 30 of the Public Resources Code, to  
 3 read:

4  
 5 CHAPTER 5.3. SINGLE-USE CARRYOUT BAGS

6  
 7 Article 1. Definitions

8  
 9 42280. (a) “Department” means the Department of Resources  
 10 Recycling and Recovery.

11 (b) “Postconsumer recycled material” means a material that  
 12 would otherwise be destined for solid waste disposal, having  
 13 completed its intended end use and product life cycle.  
 14 Postconsumer recycled material does not include materials and  
 15 byproducts generated from, and commonly reused within, an  
 16 original manufacturing and fabrication process.

17 (c) “Recycled paper bag” means a paper carryout bag provided  
 18 by a store to a customer at the point of sale that meets all of the  
 19 following requirements:

20 (1) (A) Except as provided in subparagraph (B), contains a  
 21 minimum of 40 percent postconsumer recycled materials.

1 (B) An eight pound or smaller recycled paper bag shall contain  
2 a minimum of 20 percent postconsumer recycled material.

3 (2) Is accepted for recycling in curbside programs in a majority  
4 of households that have access to curbside recycling programs in  
5 the state.

6 (3) Has printed on the bag the name of the manufacturer, the  
7 country where the bag was manufactured, and the minimum  
8 percentage of postconsumer content.

9 (d) “Reusable grocery bag” means a bag that is provided by a  
10 store to a customer at the point of sale that meets the requirements  
11 of Section 42281.

12 (e) (1) “Reusable grocery bag producer” means a person or  
13 entity that does any of the following:

14 (A) Manufactures reusable grocery bags for sale or distribution  
15 to a store.

16 (B) Imports reusable grocery bags into this state, for sale or  
17 distribution to a store.

18 (C) Sells or distributes reusable bags to a store.

19 (2) “Reusable grocery bag producer” does not include a store,  
20 with regard to a reusable grocery bag for which there is a  
21 manufacturer or importer, as specified in subparagraph (A) or (B)  
22 of paragraph (1).

23 (f) (1) “Single-use carryout bag” means a bag made of plastic,  
24 paper, or other material that is provided by a store to a customer  
25 at the point of sale and that is not a recycled paper bag or a reusable  
26 grocery bag that meets the requirements of Section 42281.

27 (2) A single-use carryout bag does not include either of the  
28 following:

29 (A) A bag provided by a pharmacy pursuant to Chapter 9  
30 (commencing with Section 4000) of Division 2 of the Business  
31 and Professions Code to a customer purchasing a prescription  
32 medication.

33 (B) A nonhandled bag used to protect a purchased item from  
34 damaging or contaminating other purchased items when placed in  
35 a recycled paper bag, a reusable grocery bag, or a compostable  
36 plastic bag.

37 (C) A bag provided to contain an unwrapped food item.

38 (D) A nonhandled bag that is designed to be placed over articles  
39 of clothing on a hanger.

1 (g) “Store” means a retail establishment that meets any of the  
2 following requirements:

3 (1) A full-line, self-service retail store with gross annual sales  
4 of two million dollars (\$2,000,000) or more that sells a line of dry  
5 groceries, canned goods, or nonfood items, and some perishable  
6 items.

7 (2) Has at least 10,000 square feet of retail space that generates  
8 sales or use tax pursuant to the Bradley-Burns Uniform Local Sales  
9 and Use Tax Law (Part 1.5 (commencing with Section 7200) of  
10 Division 2 of the Revenue and Taxation Code) and has a pharmacy  
11 licensed pursuant to Chapter 9 (commencing with Section 4000)  
12 of Division 2 of the Business and Professions Code.

13 (3) Is a convenience food store, foodmart, or other entity that  
14 is engaged in the retail sale of a limited line of goods, generally  
15 including milk, bread, soda, and snack foods, and that holds a Type  
16 20 or Type 21 license issued by the Department of Alcoholic  
17 Beverage Control.

18 (4) Is a convenience food store, foodmart, or other entity that  
19 is engaged in the retail sale of goods intended to be consumed off  
20 the premises, and that holds a Type 20 or Type 21 license issued  
21 by the Department of Alcoholic Beverage Control.

22 (5) Is not otherwise subject to paragraph (1), (2), (3), or (4), if  
23 the retail establishment voluntarily agrees to comply with the  
24 requirements imposed upon a store pursuant to this chapter,  
25 irrevocably notifies the department of its intent to comply with the  
26 requirements imposed upon a store pursuant to this chapter, and  
27 complies with the requirements established pursuant to Section  
28 42284.

29

## 30 Article 2. Reusable Grocery Bags

31

32 42281. (a) On and after July 1, 2015, a store, as defined in  
33 paragraph (1) or (2) of subdivision (g) of Section 42280, may sell  
34 or distribute a reusable grocery bag to a customer at the point of  
35 sale only if the reusable bag is made by a producer certified  
36 pursuant to this article to meet all of the following requirements:

37 (1) Has a handle and is designed for at least 125 uses, as  
38 provided in this article.

39 (2) Has a volume capacity of at least 15 liters.

1 (3) Is machine washable or made from a material that can be  
2 cleaned and disinfected.

3 (4) Has printed on the bag, or on a tag attached to the bag that  
4 is not intended to be removed, and in a manner visible to the  
5 consumer, all of the following information:

6 (A) The name of the manufacturer.

7 (B) The country where the bag was manufactured.

8 (C) A statement that the bag is a reusable bag and designed for  
9 at least 125 uses.

10 (D) If the bag is eligible for recycling in the state, instructions  
11 to return the bag to the store for recycling or to another appropriate  
12 recycling location. If recyclable in the state, the bag shall include  
13 the chasing arrows recycling symbol or the term “recyclable,”  
14 consistent with the Federal Trade Commission guidelines use of  
15 that term, as updated.

16 (5) Does not contain lead, cadmium, or any other toxic material  
17 that may pose a threat to public health. A reusable bag  
18 manufacturer may demonstrate compliance with this requirement  
19 by obtaining a no objection letter from the federal Food and Drug  
20 Administration. This requirement shall not affect any authority of  
21 the Department of Toxic Substances Control pursuant to Article  
22 14 (commencing with Section 25251) of Chapter 6.5 of Division  
23 20 of the Health and Safety Code and, notwithstanding subdivision  
24 (c) of Section 25257.1 of the Health and Safety Code, the reusable  
25 grocery bag shall not be considered as a product category already  
26 regulated or subject to regulation.

27 (6) Complies with Section 260.12 of Part 260 of Title 16 of the  
28 Code of Federal Regulations related to recyclable claims if the  
29 reusable grocery bag producer makes a claim that the reusable  
30 grocery bag is recyclable.

31 (b) (1) In addition to the requirements in subdivision (a), a  
32 reusable grocery bag made from plastic film shall meet all of the  
33 following requirements:

34 (A) On and after January 1, 2016, it shall be made from a  
35 minimum of 20 percent postconsumer recycled material.

36 (B) On and after January 1, 2020, it shall be made from a  
37 minimum of 40 percent postconsumer recycled material.

38 (C) It shall be recyclable in this state, and accepted for return  
39 at stores subject to the at-store recycling program (Chapter 5.1  
40 (commencing with Section 42250)) for recycling.



1 (D) It shall have, in addition to the information required to be  
2 printed on the bag or on a tag, pursuant to paragraph (4) of  
3 subdivision (a), a statement that the bag is made partly or wholly  
4 from postconsumer recycled material and stating the postconsumer  
5 recycled material content percentage, as applicable.

6 (E) It shall be capable of carrying 22 pounds over a distance of  
7 175 feet for a minimum of 125 uses and be at least 2.25 mils thick,  
8 measured according to the American Society of Testing and  
9 Materials (ASTM) Standard D6988-13.

10 (2) A reusable grocery bag made from plastic film that meets  
11 the specifications of the American Society of Testing and Materials  
12 (ASTM) International Standard Specification for Compostable  
13 Plastics D6400, as updated, is not required to meet the requirements  
14 of subparagraph (A) or (B) of paragraph (1), but shall be labeled  
15 in accordance with the applicable state law regarding compostable  
16 plastics.

17 (c) In addition to the requirements of subdivision (a), a reusable  
18 grocery bag that is not made of plastic film and that is made from  
19 any other natural or synthetic fabric, including, but not limited to,  
20 woven or nonwoven nylon, polypropylene,  
21 polyethylene-terephthalate, or Tyvek, shall satisfy all of the  
22 following:

23 (1) It shall be sewn.

24 (2) It shall be capable of carrying 22 pounds over a distance of  
25 175 feet for a minimum of 125 uses.

26 (3) It shall have a minimum fabric weight of at least 80 grams  
27 per square meter.

28 (d) On and after July 1, 2016, a store as defined in paragraph  
29 (3), (4), or (5) of subdivision (g) of Section 42280, shall comply  
30 with the requirements of this section.

31 42281.5. On and after July 1, 2015, a producer of reusable  
32 grocery bags made from plastic film shall not sell or distribute a  
33 reusable grocery bag in this state unless the producer is certified  
34 by a third-party certification entity pursuant to Section 42282. A  
35 producer shall provide proof of certification to the department  
36 demonstrating that the reusable grocery bags produced by the  
37 producer comply with the provisions of this article. The proof of  
38 certification shall include all of the following:

1 (a) Names, locations, and contact information of all sources of  
2 postconsumer recycled material and suppliers of postconsumer  
3 recycled material.

4 (b) Quantity and dates of postconsumer recycled material  
5 purchases by the reusable grocery bag producer.

6 (c) How the postconsumer recycled material is obtained.

7 (d) Information demonstrating that the postconsumer recycled  
8 material is cleaned using appropriate washing equipment.

9 42282. (a) Commencing on or before July 1, 2015, the  
10 department shall accept from a reusable grocery bag producer  
11 proof of certification conducted by a third-party certification entity,  
12 submitted under penalty of perjury, for each type of reusable  
13 grocery bag that is manufactured, imported, sold, or distributed in  
14 the state and provided to a store for sale or distribution, at the point  
15 of sale, that meets all the applicable requirements of this article.  
16 The proof of certification shall be accompanied by a certification  
17 fee, established pursuant to Section 42282.1.

18 (b) A reusable grocery bag producer shall resubmit to the  
19 department proof of certification as described in subdivision (a)  
20 on a biennial basis. A reusable grocery bag producer shall provide  
21 the department with an updated proof of certification conducted  
22 by a third-party certification entity if any modification that is not  
23 solely aesthetic is made to a previously certified reusable bag.  
24 Failure to comply with this subdivision shall result in removal of  
25 the relevant information posted on the department's Internet Web  
26 site pursuant to paragraphs (1) and (2) of subdivision (e) for each  
27 reusable bag that lacks an updated proof of certification conducted  
28 by a third-party certification entity.

29 (c) A third-party certification entity shall be an independent,  
30 accredited (ISO/IEC 17025) laboratory. A third-party certification  
31 entity shall certify that the producer's reusable grocery bags meet  
32 the requirements of Section 44281.

33 (d) The department shall provide a system to receive proofs of  
34 certification online.

35 (e) On and after July 1, 2015, the department shall publish a list  
36 on its Internet Web site that includes all of the following:

37 (1) The name, location, and appropriate contact information of  
38 certified reusable grocery bag producers.

39 (2) The reusable grocery bags of producers that have provided  
40 the required certification.

1 (f) A reusable grocery bag producer shall submit applicable  
2 certified test results to the department confirming that the reusable  
3 grocery bag meets the requirements of this article for each type of  
4 reusable grocery bag that is manufactured, imported, sold, or  
5 distributed in the state and provided to a store for sale or  
6 distribution.

7 (1) A person may object to the certification of a reusable grocery  
8 bag producer pursuant to this section by filing an action for review  
9 of that certification in the superior court of a county that has  
10 jurisdiction over the reusable grocery bag producer. The court shall  
11 determine if the reusable grocery bag producer is in compliance  
12 with the requirements of this article.

13 (2) A reusable grocery bag producer whose certification is being  
14 objected to pursuant to paragraph (1) shall be deemed in  
15 compliance with this article pending a determination by the court.

16 (3) Based on its determination, the court shall direct the  
17 department to remove the reusable grocery bag producer from, or  
18 retain the reusable grocery bag producer on, its list published  
19 pursuant to subdivision (e).

20 (4) If the court directs the department to remove a reusable  
21 grocery bag producer from its published list, the reusable grocery  
22 bag producer shall remain off of the published list for a period of  
23 one year from the date of the court's determination.

24 42282.1. (a) A reusable grocery bag producer shall submit the  
25 fee established pursuant to subdivision (b) to the department when  
26 providing proof of certification or recertification pursuant to  
27 Sections 42281.5 and 42282.

28 (b) The department shall establish an administrative certification  
29 fee schedule that will generate fee revenues sufficient to cover,  
30 but not exceed, the department's reasonable costs to implement  
31 this article. The department shall deposit all moneys submitted  
32 pursuant to this section into the Reusable Grocery Bag Fund, which  
33 is hereby established in the State Treasury. Notwithstanding  
34 Section 11340 of the Government Code, moneys in the fund are  
35 continuously appropriated, without regard to fiscal year, to the  
36 department for the purpose of implementing this article.

1 Article 3. Single-Use Carryout Bags

2  
3 42283. (a) Except as provided in subdivision (e), on and after  
4 July 1, 2015, a store, as defined in paragraph (1) or (2) of  
5 subdivision (g) of Section 42280, shall not provide a single-use  
6 carryout bag to a customer at the point of sale.

7 (b) (1) On and after July 1, 2015, a store, as defined in  
8 paragraph (1) or (2) of subdivision (g) of Section 42280, shall not  
9 sell or distribute a reusable grocery bag at the point of sale except  
10 as provided in this subdivision.

11 (2) On and after July 1, 2015, a store, as defined in paragraph  
12 (1) or (2) of subdivision (g) of Section 42280, may make available  
13 for purchase at the point of sale a reusable grocery bag that meets  
14 the requirements of Section 42281.

15 (3) On and after July 1, 2015, a store, as defined in paragraph  
16 (1) or (2) of subdivision (g) of Section 42280, that makes reusable  
17 grocery bags available for purchase pursuant to paragraph (2) shall  
18 not sell the reusable grocery bag for less than ten cents (\$0.10) in  
19 order to ensure that the cost of providing a reusable grocery bag  
20 is not subsidized by a customer who does not require that bag.

21 (c) (1) On and after July 1, 2015, a store, as defined in  
22 paragraph (1) or (2) of subdivision (g) of Section 42280, shall not  
23 sell or distribute a recycled paper bag except as provided in this  
24 subdivision.

25 (2) A store, as defined in paragraph (1) or (2) of subdivision (g)  
26 of Section 42280, may make available for purchase a recycled  
27 paper bag. On and after July 1, 2015, the store shall not sell a  
28 recycled paper bag for less than ten cents (\$0.10) in order to ensure  
29 that the cost of providing a recycled paper bag is not subsidized  
30 by a consumer who does not require that bag.

31 (d) Notwithstanding any other law, on and after July 1, 2015,  
32 a store, as defined in paragraph (1) or (2) of subdivision (g) of  
33 Section 42280, that makes reusable grocery bags or recycled paper  
34 bags available for purchase at the point of sale shall provide a  
35 reusable grocery bag or a recycled paper bag at no cost at the point  
36 of sale to a customer using a payment card or voucher issued by  
37 the California Special Supplemental Food Program for Women,  
38 Infants, and Children pursuant to Article 2 (commencing with  
39 Section 123275) of Chapter 1 of Part 2 of Division 106 of the

1 Health and Safety Code or an electronic benefit transfer card issued  
2 pursuant to Section 10072 of the Welfare and Institutions Code.

3 (e) On and after July 1, 2015, a store, as defined in paragraph  
4 (1) or (2) of subdivision (g) of Section 42280, may distribute a  
5 compostable bag at the point of sale, if the compostable bag is  
6 provided to the consumer at the cost specified pursuant to  
7 paragraph (2), the compostable bag, at a minimum, meets the  
8 American Society for Testing and Materials (ASTM) International  
9 Standard Specification for Compostable Plastics D6400, as  
10 updated, and in the jurisdiction where the compostable bag is sold  
11 and in the jurisdiction where the store is located, both of the  
12 following requirements are met:

13 (1) A majority of the residential households in the jurisdiction  
14 have access to curbside collection of foodwaste for composting.

15 (2) The governing authority for the jurisdiction has voted to  
16 allow stores in the jurisdiction to sell to consumers at the point of  
17 sale a compostable bag at a cost not less than the actual cost of the  
18 bag, which the Legislature hereby finds to be not less than ten  
19 cents (\$0.10) per bag.

20 (f) A store, as defined in paragraph (1) or (2) of subdivision (g)  
21 of Section 42280, shall not require a customer to use, purchase,  
22 or accept a single-use carryout bag, recycled paper bag,  
23 compostable bag, or reusable grocery bag as a condition of sale  
24 of any product.

25 42283.5. On and after July 1, 2016, a store, as defined in  
26 paragraph (3), (4), or (5) of subdivision (g) of Section 42280, shall  
27 comply with the same requirements of Section 42283 that are  
28 imposed upon a store, as defined in paragraph (1) or (2) of  
29 subdivision (g) of Section 42280.

30 42283.6. (a) The operator of a store, as defined in paragraph  
31 (1) or (2) of subdivision (g) of Section 42280 that makes recycled  
32 paper or reusable grocery bags available at the point of sale, shall  
33 be subject to the provisions of the at-store recycling program  
34 (Chapter 5.1 (commencing with Section 42250)).

35 (b) A store that voluntarily agrees to comply with the provisions  
36 of this article pursuant to subdivision (g) of Section 42280, shall  
37 also comply with the provisions of the at-store recycling program  
38 (Chapter 5.1 (commencing with Section 42250)).

1 42283.7. *All moneys collected pursuant to this article shall be*  
2 *retained by the store and may be used only for the following*  
3 *purposes:*

4 (a) *Costs associated with complying with the requirements of*  
5 *this article.*

6 (b) *Actual costs of providing recycled paper bags or reusable*  
7 *grocery bags.*

8 (c) *Costs associated with a store’s educational materials or*  
9 *educational campaign encouraging the use of reusable grocery*  
10 *bags.*

11 42284. (a) A retail establishment not specifically required to  
12 comply with the requirements of this chapter is encouraged to  
13 reduce its distribution of single-use plastic carryout bags.

14 (b) Pursuant to the provisions of subdivision (g) of Section  
15 42280, any retail establishment that is not a “store,” that provides  
16 the department with the irrevocable written notice as specified in  
17 subdivision (c), shall be regulated as a “store” for the purposes of  
18 this chapter.

19 (c) The irrevocable written notice shall be dated and signed by  
20 an authorized representative of the retail establishment, and shall  
21 include the name and physical address of all retail locations covered  
22 by the notice. The department shall acknowledge receipt of the  
23 notice in writing and shall specify the date the retail establishment  
24 will be regulated as a “store,” which shall not be less than 30 days  
25 after the date of the department’s acknowledgment. The department  
26 shall post on its Internet Web site, organized by county, the name  
27 and physical location or locations of each retail establishment that  
28 has elected to be regulated as a “store.”

29  
30 Article 4. Enforcement

31  
32 42285. (a) A city, a county, a city and county, or the state may  
33 impose civil liability on a person or entity that knowingly violated  
34 this chapter, or reasonably should have known that it violated this  
35 chapter, in the amount of one thousand dollars (\$1,000) per day  
36 for the first violation of this chapter, two thousand dollars (\$2,000)  
37 per day for the second violation, and five thousand dollars (\$5,000)  
38 per day for the third and subsequent violations.

39 (b) Any civil penalties collected pursuant to subdivision (a)  
40 shall be paid to the office of the city attorney, city prosecutor,

1 district attorney, or Attorney General, whichever office brought  
2 the action. The penalties collected pursuant to this section by the  
3 Attorney General may be expended by the Attorney General, upon  
4 appropriation by the Legislature, to enforce this chapter.

5

6

#### Article 5. Preemption

7

8 42287. (a) Except as provided in subdivision (c), this chapter  
9 is a matter of statewide interest and concern and is applicable  
10 uniformly throughout the state. Accordingly, this chapter occupies  
11 the whole field of regulation of reusable grocery bags, single-use  
12 carryout bags, and recycled paper bags, as defined in this chapter,  
13 provided by a store, as defined in this chapter.

14 (b) On and after January 1, 2015, a city, county, or other local  
15 public agency shall not enforce, or otherwise implement, an  
16 ordinance, resolution, regulation, or rule, or any amendment  
17 thereto, adopted on or after September 1, 2014, relating to reusable  
18 grocery bags, single-use carryout bags, or recycled paper bags,  
19 against a store, as defined in this chapter, unless expressly  
20 authorized by this chapter.

21 (c) (1) A city, county, or other local public agency that has  
22 adopted, before September 1, 2014, an ordinance, resolution,  
23 regulation, or rule relating to reusable grocery bags, single-use  
24 carryout bags, or recycled paper bags may continue to enforce and  
25 implement that ordinance, resolution, regulation, or rule that was  
26 in effect before that date. Any amendments to that ordinance,  
27 resolution, regulation, or rule on or after January 1, 2015, shall be  
28 subject to subdivision (b), except the city, county, or other local  
29 public agency may adopt or amend an ordinance, resolution,  
30 regulation, or rule to increase the amount that a store shall charge  
31 with regard to a recycled paper bag, compostable bag, or reusable  
32 grocery bag to no less than the amount specified in Section 42283.

33 (2) A city, county, or other local public agency not covered by  
34 paragraph (1) that, before September 1, 2014, has passed a first  
35 reading of an ordinance or resolution expressing the intent to  
36 restrict single-use carryout bags and, before January 1, 2015, adopts  
37 an ordinance to restrict single-use carryout bags, may continue to  
38 enforce and implement the ordinance that was in effect before  
39 January 1, 2015.

Article 6. Financial Provisions

1  
2  
3 42288. (a) Notwithstanding Section 42023.2, the sum of two  
4 million dollars (\$2,000,000) is hereby appropriated from the  
5 Recycling Market Development Revolving Loan Subaccount in  
6 the Integrated Waste Management Account to the department for  
7 the purposes of providing loans for the creation and retention of  
8 jobs and economic activity in this state for the manufacture and  
9 recycling of plastic reusable grocery bags that use recycled content,  
10 including postconsumer recycled material.

11 (b) The department may expend, if there are applicants eligible  
12 for funding from the Recycling Market Development Revolving  
13 Loan Subaccount, the funds appropriated pursuant to this section  
14 to provide loans for both of the following:

15 (1) Development and conversion of machinery and facilities for  
16 the manufacture of single-use plastic bags into machinery and  
17 facilities for the manufacturer of durable reusable grocery bags  
18 that, at a minimum, meet the requirements of Section 42281.

19 (2) Development of equipment for the manufacture of reusable  
20 grocery bags, that, at a minimum, meet the requirements of Section  
21 42281.

22 (c) A recipient of a loan authorized by this section shall agree,  
23 as a condition of receiving the loan, to retain and retrain existing  
24 employees for the manufacturing of reusable grocery bags that, at  
25 a minimum, meet the requirements of Section 42281.

26 (d) Any moneys appropriated pursuant to this section not  
27 expended by the end of the 2015–16 fiscal year shall revert to the  
28 Recycling Market Development Revolving Loan Subaccount for  
29 expenditure pursuant to Article 3 (commencing with Section  
30 42010) of Chapter 1.

31 (e) Applicants for funding under this section may also apply for  
32 funding or benefits from other economic development programs  
33 for which they may be eligible, including, but not limited to, both  
34 of the following:

35 (1) An income tax credit, as described in Sections 17059.2 and  
36 23689 of the Revenue and Taxation Code.

37 (2) A tax exemption pursuant to Section 6377.1 of the Revenue  
38 and Taxation Code.

39 SEC. 2. No later than March 1, 2018, the department, as a part  
40 of its reporting requirement pursuant to Section 40507 of the Public



- 1 Resources Code, shall provide a status report on the implementation
- 2 of Chapter 5.3 (commencing with Section 42280) of Part 3 of
- 3 Division 30 of the Public Resources Code.

O