

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lesley Copeland, Town Clerk
Date: November 10, 2014
For Council Meeting: November 18, 2014
Subject: Meeting Management Software – Professional Services Agreement

Recommendation: Authorize the professional services subscription agreement between the Town of Yucca Valley and Accela, Inc. for Government Meeting Management Software, with the Town Manager and Town Attorney executing the final contract.

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: For the past several months, staff has been researching opportunities to increase efficiency in government meeting agenda preparation and distribution, meeting management, and minute publication. Additional public transparency, offering online meeting video archiving on the Town’s website was also a feature included in the research.

An electronic agenda management system uses web-based, workflow automation to calendar and prepare staff reports and related documents for upcoming meeting agendas. The agendas are compiled and distributed to interested parties via email and uploaded to the agency’s website. During the meeting, the clerk uses the software to record the legislative action. After the meeting, the recorded video is annotated to bookmark the agenda items to when they occur during the meeting. The video is then linked to the agency’s website for public viewing with the minutes appearing next to the video screen for easy reference.

Several vendors providing such services were reviewed with the project mission in mind. Quotes were considered by three vendors, who met the minimum criteria in providing a comprehensive approach to the Town’s needs, including Accela (IQM2), Granicus, and Novus Agenda. Accela’s Government Meeting Management Software proved to be the recommended vendor. Accela’s proposed solution is a quality product, with the most cost-effective approach in automating the Town’s agenda preparation process, providing paperless agenda options, and the sharing of meeting content to the public. Other advantages include the following:

- Streamlined Agenda Preparation

Reviewed By: [Signatures]
Town Manager, Town Attorney, Mgmt Services, Dept Head
Department Report, Ordinance Action, Resolution Action, Public Hearing
[X] Consent, [X] Minute Action, Receive and File, Study Session

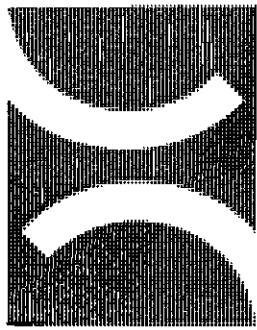
- Consistency in Workflow and Review
- Consistency in Agenda Format and Appearance
- Ability for Utilization of all Meetings (Commissions, Successor Agency, etc.)
- Integration with Town's current and future Websites
- Enhanced Public Access and Transparency
- Comprehensive Training and Support

Based on these advantages, with no apparent disadvantages aside from the normal learning and implementation curve challenges, staff is recommending Accela as the provider of the Town's Agenda Management System.

Alternatives: Council does not approve the agreement

Fiscal impact: FY 2014-15 Adopted Budget provides \$14,000 for the Agenda Management System project. Based on the quoted cost of \$11,760, the recommended action is accommodated by the FY 2014-15 budget.

Attachments: Draft Contract
Vendor Comparison Sheet
Sample Public Web View



Accela
Legislative Management

Government Meeting Management Software

Town of Yucca Valley, CA

Submitted By:

Kevin Strauss

**IQM2 Inc.
100 Comac Street
Ronkonkoma, NY 11779
(631) 389-3691**

10/14/2014

IQM2, Inc. Terms, Conditions and Pricing for Town of Yucca Valley, CA

IMPORTANT NOTICE TO USER: Accela, Inc. owns all intellectual property in the products *Agendas & Minutes*, *Civic Streaming*, *Digital Boardroom* and *Boards & Commissions* (formerly MinuteTraq, MediaTraq, E-Boardroom & BoardTraq) software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of New York.

2. Software License. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3. Continued Services

3.1 Updates and Renewals. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3.2 Service Level Agreement "SLA". Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. Accela policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 Hosting. IQM2 agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

3.4 Ownership of Data. All hosted data belongs to the customer. At the request of the customer Accela will provide a backup of all database information and files through a downloadable backup or DVD. Accela agrees to provide this service without charge at least once per year.

4. Payment Terms & Fees

4.1 Billing Procedures. **SaaS Services of \$980 per month billing will begin upon project start date (first discovery call with trainer).** Each subsequent payment will occur on the 1st or 15th of each month. Accela reserves the right to charge a 5% cost of living per year. Payment Terms are **NET 30 Days**. This agreement can be terminated at any time with **30 days** prior written notice. Initial here _____

4.2 Travel Expenses. Should travel by Accela staff ever be agreed upon during the tenure of these terms, travel expenses will be billed at cost and invoiced separately.

4.3 Hardware. Accela does not warranty any hardware. Should Accela choose to furnish encoder hardware as part of our MediaTraq video streaming service at no additional cost, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost.

5. Limitation of Liability. In no event will Accela be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an Accela representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. Accela's aggregate liability shall be limited to the amount contracted for the software, if any.



6. Pricing Structure:

SKU #	Description	Monthly SaaS	One Time
20-303	MinuteTraq - Unlimited	\$590 / mo	
10-002	System Configuration, Implementation & Training		Waived/Included
21-303	MediaTraq - Unlimited	\$390 / mo	
Total - Monthly SaaS		\$980 / mo	

7. Electronic Payment Discount: IQM2 offers an optional 2% discount on all services that can be electronically paid through credit card. By submitting your credit card information here you agree to allow IQM2 to charge your monthly SaaS fee (less 2% discount) of **\$960 / mo** in accordance to our regular payment terms.

Type	Card #	Name on Card	Expires
Billing Address (Street, City, State, Zip)			Security Code

Town of Yucca Valley, CA

IQM2, Inc.

Signature

Signature

Printed Name, Title

Daryl Blowes, CEO

Printed Name, Title

Date:

Date: **10/14/2014**

Billing Contact:

Billing Address:

**TOWN OF YUCCA VALLEY
PROFESSIONAL SERVICES AGREEMENT FOR**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 201_, by and between the TOWN OF YUCCA VALLEY, a general law city ("Town") and _____, _____ (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) ("Contract Sum").

2.2 Invoices. Each month Consultant 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. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. 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. Contractor shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant 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 Consultant which are disputed by Town. Town will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant 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 Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) 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 Consultant, 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 Town, if the Consultant 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 shall extend the time for performance in accordance with the

procedures set forth in Section 2.3. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Town informed of any changes. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such persons or persons.

4.2 Contract Officer. _____ is hereby designated as being the representative the Town authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The Town Manager shall have the right to designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Town. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Town. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Town with only such obligations as are consistent with that role. Consultant 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, or that it is a member of a joint enterprise with Town.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant 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 Consultant 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 Consultant 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 either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$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 Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant 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.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Consultant'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. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. 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 Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant 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

The insurance 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 Town's Risk Manager or other designee of the Town due to unique circumstances.

5.2 Indemnification. To the full extent provided by law, Consultant agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Consultant, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Consultant's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the Town.

5.3 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 Consultant'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 Consultant 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 Consultant 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.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant 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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant 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 Consultant gives the Town notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the Town should Consultant 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. The Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Town and to provide the Town with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Town and shall be delivered to the Town upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Town.

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.

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

7.3 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. 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. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

7.4 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but

not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant 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, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of Town Officers and Employees. No officer or employee of the Town shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other 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, at 57090 Twentynine Palms Highway, Town of Yucca Valley, California 92284 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

[Signatures on the following page.]

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

TOWN OF YUCCA VALLEY:

Town Manager

ATTEST:

, Town Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

, Town Attorney

CONTRACTOR:

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.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2014 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 OR TYPE OF DOCUMENT
	TITLE(S) _____	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
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 SAN BERNARDINO

On _____, 2014 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)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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. Consultant will perform the following services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Consultant 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, Consultant will keep the Town updated 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 Consultant without additional charge to the Town until found satisfactory and accepted by Town.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

- VI. The following provisions of the Agreement are revised as shown below.**
 - A.

B.

C.



EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

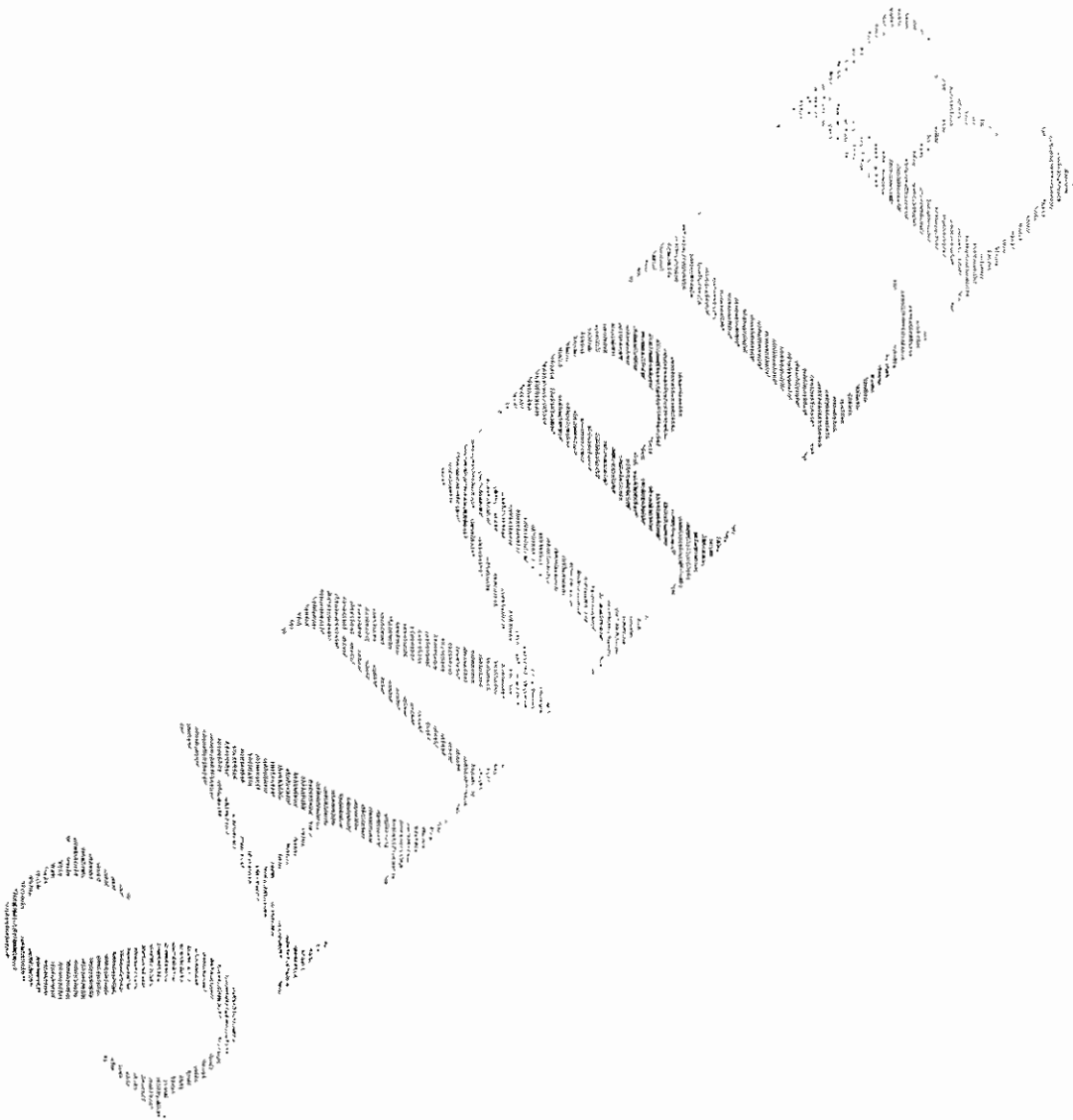


EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

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

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

A. Line items for all 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. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant 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	_____	_____

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

- A.
- B.
- C.

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

Agenda Management Software Comparison

Choose a cost-effective system to provide automated agenda creation, minute automation and on-demand video streaming for the website.

System must be user friendly to both staff and the public for ease of use and greater transparency.

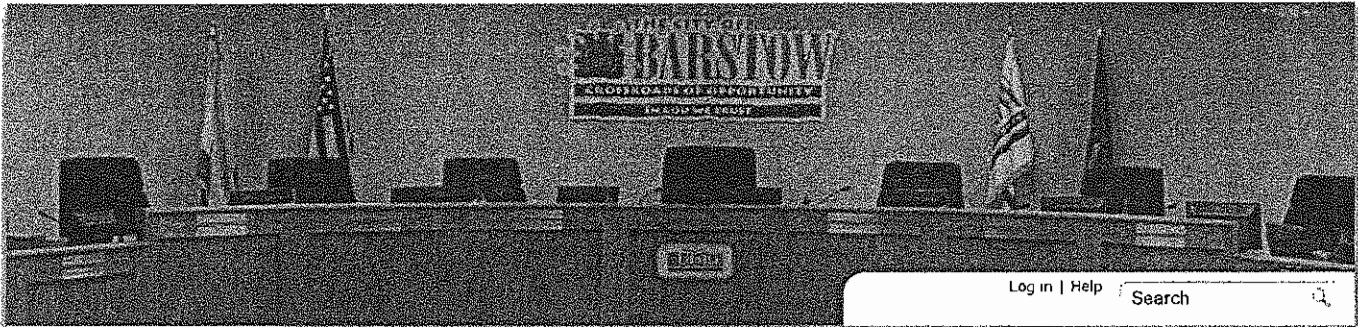
IQM2 (Accela)

Novus Solutions

Granicus

Modules Included	MinuteTraq MediaTraq	Novus Agenda Novus Meeting Novus Boardview Novus Reporting Novus Video **	Legislative Mgmt Meeting Efficiency Gov Transparency
Optional Modules Available	eBoardRoom BoardTraq		
Indexed Video on Website	Included	\$6,99\$/yr <i>(not integrated w/ minutes)</i>	Included
Includes Term Tracking	No	Yes	No
Software Platform	Cloud Hosted	Cloud Hosted	Cloud Hosted
Termed Contract	No	No	No
Users/Boards	Unlimited Users Unlimited Boards	Unlimited Users Unlimited Boards	Unlimited Users Unlimited Boards
Training	Remote- Unlimited	Remote- Unlimited	Onsite / Remote
Tablet Compatibility	Any	Any	iPad (Apple)
References	(many) Grand Terrace Barstow El Centro Fremont San Bernardino Riverside County Palo Alto	(many) Vail, CO Orlando, FL Merced	(many) Sitka, Alaska Town of Yountville Fort Bragg Cathedral City Port of San Diego
Product Cost	(\$11,360 w/ spl discount 10/7, + upfront of \$15,000, +\$2,000 travel) >>> >>>		28,360
Year 1 (All Costs)	\$ 11,760	\$ 12,551	\$ 32,360
<i>(hardware, software, installation, training (+\$2,000 onsite travel exp)</i>			
Year 2 +	\$ 11,760	\$ 12,551	\$ 15,360

Notes:	Recently acquired by Accela Co. Will archive past agendas/minutes/ords/resas for historical data search at no add'l cost. Monthly fee begins upon contract signing	** 2 standard video hosts/month free (non indexed) we provide video	50% up front, 50% on deployment
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Meeting Calendar



Displaying 26 meetings from 1/1/2014 to 12/31/2014 for City Council

Date: 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, All

Group: City Council

View: List | Calendar

January, 2014

<input checked="" type="checkbox"/>	Jan 21, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special CC/Successor/BFPD - City Council Chambers					

February, 2014

<input checked="" type="checkbox"/>	Feb 3, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special Council/BFPD - City Council Chambers					
<input checked="" type="checkbox"/>	Feb 18, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special Council/Successor Agency - City Council Chambers					
<input checked="" type="checkbox"/>	Feb 20, 2014 4:00 PM	Agenda	Agenda Packet			Video
	Special Meeting - City Council Chambers					

March, 2014

<input checked="" type="checkbox"/>	Mar 3, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special Council/BFPD - City Council Chambers					
<input checked="" type="checkbox"/>	Mar 17, 2014 5:00 PM	Agenda	Agenda Packet			
	Special Meeting - City Council Chambers					
<input checked="" type="checkbox"/>	Mar 17, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special CC/Successor/BFPD - City Council Chambers					

April, 2014

<input checked="" type="checkbox"/>	Apr 7, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special Council/BFPD - City Council Chambers					
<input type="checkbox"/>	Apr 21, 2014 7:00 PM					Cancelled
	Joint Special CC/Successor/BFPD - City Council Chambers					

May, 2014

<input checked="" type="checkbox"/>	May 5, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special Council/BFPD - City Council Chambers					
<input checked="" type="checkbox"/>	May 19, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special CC/Successor/BFPD - City Council Chambers					

June, 2014

<input checked="" type="checkbox"/>	Jun 2, 2014 5:00 PM	Agenda	Agenda Packet			Video
	Joint Special Council/BFPD - City Council Chambers					
<input checked="" type="checkbox"/>	Jun 2, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special CC/Successor/BFPD - City Council Chambers					
<input checked="" type="checkbox"/>	Jun 16, 2014 7:00 PM	Agenda	Agenda Packet	Summary	Minutes	Video
	Joint Special CC/Successor/BFPD - City Council Chambers					

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
 Alex Qishta, Project Engineer
Date: November 12, 2014
For Council November 18, 2014
Meeting:

Subject: SR 62, Camino del Cielo to Acoma, Signal Synchronization Project –
 Town Project No. 8028
 Congestion Mitigation Air Quality (CMAQ) Grant
 Federal Project No. CMLN 5466(019)
 Award of Construction Contract
 DBX, Inc., Temecula, CA



Prior Council Review: The Town Council appropriated funds for this project with the adoption of the FY 2010/2011 and subsequent fiscal year Capital Projects Budgets. On February 21, 2012, the Town Council awarded a contract for professional design services to Albert Grover & Associates related to the design of Signal Synchronization Project and the preparation of Plans, Specifications and Estimates, including bid ready construction documents, in the amount of \$48,750.

One May 20, 2014, the Town Council adopted a Resolution approves the plans and specifications for Project No. 8028, and authorized Town Clerk to advertise and receive bids.

On July 15, 2014, the Town Council awarded Project 8028 to DBX, Inc. of Temecula, California.

Recommendation: That the Town Council accepts the project as substantially complete, authorizes staff to file the Notice of Completion, authorizes the reduction of the Faithful Performance Bond to 10%, and directs staff to retain the Labor and Material Bond for six (6) months for Project No.8028.

Executive Summary: The Town received an allocation of \$226,000 in CMAQ funds for the synchronization of the traffic signals on SR 62 between Camino Del Cielo and Acoma Trail. Because CMAQ funds are federal financial resources, Caltrans District 8, Office of Local Assistance, administers all federally funded transportation projects within the District. Federal standards require competitive bidding for the expenditure of CMAQ funds.

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

Order of Procedure:

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

Discussion: The grant funded project on SR 62, between Camino Del Cielo and Acoma Trail, provides funds to interconnect and synchronize the following traffic signals.

- SR 62 @ Camino Del Cielo
- SR 62 @ Kickapoo Trail
- SR 62 @ Pioneertown Road/Deer Trail
- SR 62 @ Acoma
- SR 62 @ Inca*
- SR 62 @ Church*

(*These signal lights were synchronized with separate funding source.)

The remaining traffic signals on SR62 will be synchronized as part of Phase II, which is expected to begin with design in the first half of 2015. The SANBAG Board approved the Town’s request for reallocation of remaining CMAQ funding to Phase II synchronization on November 5, 2014.

It is appropriate for the Town to accept the work and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being as held as a surety to 10%. The Labor and Material Bond shall be retained for a period of six (6) months, and then released provided no liens or stop notices have been filed.

Alternatives: Staff recommends no alternative action.

Fiscal impact: The following summarizes the Project Budget Summary to date and provides the funding for Phase II of the project:

Project Budget Summary	
Project Budget	\$ 226,000
Budget Amendment for Phase II	120,000
Total Project Budget	346,000
Project Expenditures- Phase I	
Professional Services Contract- DBX Inc.	49,600
Engineering Costs- Albert Grover & Assoc	48,750
Inspection and Project Delivery	2,641
Indirect Cost Recovery	-
Total Project Costs	100,991
Total Available Budget for Phase II	\$ 245,009

Project Budget Summary by Fiscal Year

Project Budget	\$ 226,000
FY2011-2012 Expenditures	(18,110)
FY2012-2013 Expenditures	(20,640)
Remaining Budget budget for FY2013-14	187,250
FY2013-2014 Expenditures	(2,641)
	184,609
FY2014-2015 Budget Amendment	120,000
Remaining Budget budget for FY2014-15	304,609
FY2014-2015 Expenditures	(59,600)
Total Available Budget for Phase II	\$ 245,009

Attachments: February 21, 2012 Town Council Minutes
 May 20, 2014 Town Council Minutes
 July 15, 2014 Town Council Minutes
 Capital Improvement Program Pages
 CMAQ Fund 542 2014/2015 Amended Budget

CONSENT AGENDA

4. **Approve**, Regular Town Council Meeting Minutes of January 17, 2011.
5. **Waive**, further reading of all ordinances (if any in the agenda) and read by title only.
6. **Receive and file**, the AB 1234 Reporting Requirement Schedule for the month of January 2012
7. **Receive and file**, Monthly Statistical Fire Department Report for January 2012
8. **Award**, contract for professional design services to Albert Grover & Associates related to the design of Signal Synchronization Project and the preparation of Plans, Specifications and Estimates, including bid ready construction documents, in the amount of \$48,750, and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project, SR 62, Camino del Cielo to Acoma, Town Project No. 8028, Congestion Mitigation Air Quality (CMAQ) Grant.
9. **Approve**, the Cost Distribution Agreement between the Town and Caltrans for the traffic signal located at SR 62 and Airway Avenue, and authorize the Town Manager, Town Attorney, and the Mayor to sign the Agreement, Project EA No. 08-0M440.
10. **Approve**, amendment to the tolling agreement between the Town of Yucca Valley and the County of San Bernardino, relative to property tax administration fees charged by the County of San Bernardino, and authorize the Mayor, Town Manager, Town Attorney, and the Town Clerk to sign all necessary documents.
11. **Approve**, Proclamation proclaiming February 23, 2012 as Rotary Day in Yucca Valley.
12. **Authorize**, Town Staff to solicit informal bids from three vendors for the purchase of the FY 2011 Homeland Security Grant Program (HSGP) computer equipment and a portable solar message board, and to waive the informal bidding procedures finding that the established procedures (Chapter 3.12) would be impractical for these purchases.
13. **Adopt**, Resolution No. 12-04, supporting the transfer of Ontario International Airport (ONT) to Local Control.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, IN SUPPORT OF THE TRANSFER OF ONTARIO INTERNATIONAL AIRPORT (ONT) TO LOCAL CONTROL

14. **Ratify**, the Warrant Register total of \$1,688,382.01 for checks dated January 12, 2012 to February 9, 2012. Ratify Payroll Registers total of \$633,784.90 for checks dated December 22, 2011 through February 3, 2012.

Council Member Huntington moved to adopt Consent Agenda Items 4-14. Council Member Lombardo seconded. Motion carried 5-0 on a roll call vote.

AYES: Council Member Abel, Hagerman, Huntington Lombardo, and Mayor Rowe.
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

Mayor Rowe opened the public hearing and requested the staff report.

Community Services Director Schooler gave the staff report contained in the printed agenda and displayed a PowerPoint Presentation. The allocation for fiscal year 2012-13 is \$104,603. Up to 15% or \$15,690 can be allocated to public service programs, or the entire allocation may be directed to projects. It was noted that the Town did enter into a three year agreement with the County for participation in the Senior Home Repair Program for 2009-10, 2010-11, and 2011-12. The recommendation is to forward a recommendation to the Board of Supervisors to add the Town's entire CDBG allotment for 2012-13 to the Town's Community Center Playground Project.

Mayor Rowe questioned if any written communication has been received on the item. Town Clerk Anderson advised that one e-mail has been received from Heidi Morgan requesting that the status of the nonprofit organizations requesting funding is researched to determine that they are registered and in good standing with the Attorney General Charitable Trust.

Mayor Rowe opened the floor to comments.

Linda Grove, Yucca Valley Library, introduced Tracy Carillo, Literacy Specialist, and thanked the Council and residents for their continued support of the literacy program at the library.

Robin Schlosser, Reach Out Morongo Basin, requested funding for senior and handicapped transportation services.

ABSENT: Council Member Abel

DEPARTMENT REPORTS

12. **SR 62, Camino del Cielo to Acoma, Signal Synchronization Project – Town Project No. 8028; Congestion Mitigation Air Quality (CMAQ) Grant; Federal Project No. CMLN 5466(019); Approval of Plans and Specifications: Authorization to Bid for Construction**

Town Project Engineer Qishta presented the staff report giving an overview of the Signal Synchronization project. The Town received an allocation of \$218,312 in CMAQ funds for the synchronization of the traffic signals on SR 62 between Camino del Cielo and Acoma Trail. Because CMAQ funds are federal financial resources, competitive bidding for the expenditure is required.

The SR 62 traffic signals included in this project are at the corners of Camino del Cielo, Kickapoo Trail, Pioneertown Road/Deer Trail and Acoma Trail. Once in place, the future Church Street and Inca Trail signals will also be synchronized using other CMAQ grant funds.

For Phase 2, at the completion of this project, the Town will request that San Bernardino Associated Government use grant allocations to continue the synchronization of the remaining SR 62 traffic control signals in Yucca Valley.

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

Council Member Leone spoke favorably of the project.

Mayor Pro Tem Huntington inquired on the time frame for Phase 2.

Mayor Pro Tem Huntington moved to adopt Resolution No. 14-14 approving the plans and specifications for Project No. 8028, and authorize the Town Clerk to advertise and receive bids. Council Member Rowe seconded. Motion carried 4-0-1 on a roll call vote.

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

FUTURE AGENDA ITEMS

None stated.

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

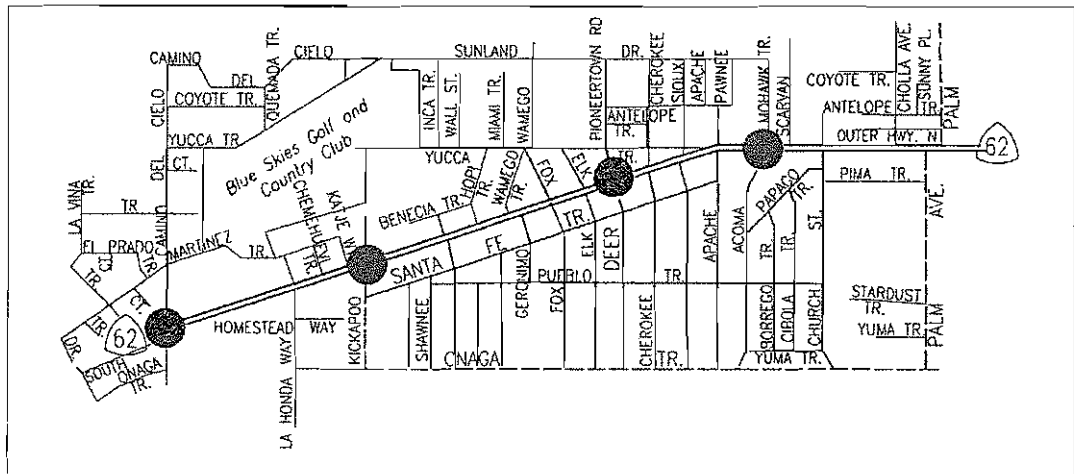
The staff report was presented by Deputy Town Manager Shane Stueckle. At the Town

SR62: TRAFFIC CONTROL SYNCHRONIZATION
Fiscal Year 2013-2014

Project No.	8028
Category:	Streets & Highways
Description:	Congestion Management Air Quality (CMAQ) funds: Synchronization of four (4) traffic signals on SR62 at the intersections of Camino del Cielo, Kickapoo Trail, Deer Trail/Pioneertown Road, Acoma/Mohawk to mitigate and reduce traffic congestion and delay through improved traffic signal timing, improved traffic flow and reduction in idling time resulting in improved air quality through a reduction in VOC, NOx, PMx and CO emissions.
Limit:	State Route 62 between Kickapoo Trail and Acoma Trail
Status:	Pending Caltrans approval on Request to Proceed with Construction
Schedule:	

<u>Project Cost Estimate</u>	
PA&ED	N/A
PS&E	48,750
ROW/Property Acquisition	N/A
Construction	177,250
Total	226,000

Fund Source	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
Federal CMAQ 542	187,250				
Total:	187,250				



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

Amended CM 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Projected Actual	Adopted Budget	Amended Budget	Adopted Budget
542 - CMAQ						
RECEIPTS						
State Reimbursement	Federal FHWA 4830	\$ 187,250	\$ -	\$ 187,250	\$ 187,250	\$ -
TOTAL RECEIPTS		187,250	-	187,250	187,250	-
EXPENDITURES						
Indirect Cost		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-
CAPITAL OUTLAY						
Work in Progress		187,250	2,641	307,150	304,609	-
TOTAL CAPITAL OUTLAY		187,250	2,641	307,150	304,609	-
OPERATING TRANSFERS IN (OUT)						
Transfer IN - Fund 516	4999	-	-	120,000	120,000	-
TOTAL OPERATING TRANSFERS IN (OUT)		-	-	120,000	120,000	-
INCREASE (DECREASE) IN FUND BALANCE		-	(2,641)	100	2,641	-
BEGINNING FUND BALANCE		-	-	(100)	(2,641)	-
ENDING FUND BALANCE		\$ -	\$ (2,641)	\$ -	\$ -	\$ -

Work in Progress Detail		2013-14		2014-15	2014-15	2015-16
Project	Account	Amended Budget	Projected Actual	Adopted Budget	Adopted Budget	Adopted Budget
Hwy 62 Signal Synchronization	542 55-59 8310 8028	187,250	2,641	307,150	304,609	-
		-	-	-	-	-
		187,250	2,641	307,150	304,609	-

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
 Alex Qishta, Project Engineer
Date: November 7, 2014
For Council Meeting: November 18, 2014



Subject: Black Rock Canyon Road
 Acceptance into the Town's Maintained Road System

Prior Council Review: On June 23, 2014, the Town Council approved a contract amendment per Section 1.10 of the original Contract between the Town of Yucca Valley and Matich Corporation to add Black Rock Canyon Road repair to the scope of work, subject to easement acquisition on the east side of Black Rock Canyon Road, and directed staff to return to the Town Council at the meeting of July 15, 2014 with the recommended area of improvement and maintenance for Black Rock Canyon Road; and directed staff to proceed with the amended traffic control plan enabling two open travel lanes for both east and west bound traffic on SR 62 at the end of each work day and on weekends. The Council action also amended the 2014/15 budget transfer \$30,800 from Fund 516 to Fund 527 for a temporary improvement to the road surface.

On July, 15, 2014, the Town Council adopted Resolution No 14-25, approving the Maintenance Area of Black Rock Canyon Road, between the Town's southern boundary and to the northern edge of San Marino Drive, as identified on Attachment A to the Resolution, directed staff to proceed with obtaining necessary easements and accept Black Rock Canyon Road into the Town's Maintained Road System on the date that Matich Corporation begins work on Black Rock Canyon Road, directed the Town Engineer to report back to the Town Council on the effective date of acceptance; and directed staff to proceed with preparation of shelf ready construction plans, and to return to the Town Council with necessary budget appropriations and supportive actions.

On October 7, 2014 the Town Council:

- A: Approved an amendment to the contract per Section 1.10 of the original Contract between the Town of Yucca Valley and Matich Corporation, to add Black Rock Canyon Road repair to the scope of work in the amount of \$108,000 plus \$11,000 contingency, for a total of \$119,000, and therefore amending the Town Council action on Section 1.1 of the Agreement from June 23, 2014.
- B: Directed staff to proceed with preservation of the proposed road improvements.

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

Recommendation: That the Town Council:

- 1- Accept Black Rock Canyon Road into the Town's Maintained Road System effective October 8, 2014.
- 2- Release the expenditure budget surplus back to fund balance in Local Transportation Fund 516

Executive Summary: Black Rock Canyon Road from the south side of San Marino Drive southerly to the National Park entrance is not within the Town Maintained Road System, nor was the road within the County's Maintained Road System prior to incorporation. Because of the lack of ongoing maintenance, the roadway developed potholing as well as edge raveling. The pre-existing roadway was in such disrepair that Joshua Tree National Park (NPS) and residents along the road have requested that the Town begin maintenance.

The Town applied for grant funds in April 2013 in the amount of \$670,000, but the Town's application was not successful. The Town will be applying for construction fund grants when those opportunities arise.

Public Works and Engineering staff evaluated two primary alternative improvement approaches to Black Rock; (1) preserving and overlaying the existing asphalt and (2), pulverizing and establishing a new asphalt concrete road.

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: Public Works and Engineering staff evaluated two primary alternative improvement approaches to Black Rock; (1) preserving and overlaying the existing asphalt and (2), pulverizing and establishing a new asphalt concrete road.

Town Council directed staff to pulverize the existing asphalt. A twenty-eight foot wide roadway was graded and compacted, a 3" of new asphalt was placed on top of the compacted road, The roadway was slopped towards the easterly right-of-way line to move the flow of moderate flood waters from the west to east side of the road. A 6" AC Dike was constructed at the east side of the road to reduce the possibility of damage to the new

edge of pavement and reduce maintenance cost.

Town Staff were directed by the Council to pulverize the existing asphalt. A twenty-eight foot wide roadway was graded and compacted, and 3 inches of new asphalt was placed on top of the compacted road. The roadway was "tilted" towards the easterly right-of-way line to move the flow of moderate flood waters from the west to east side of the road. A 6" AC Dike was constructed at the east side of the road to reduce the possibility of damage to the new edge of pavement and reduce maintenance cost.

Matich Corporation, Inc., initiated work on this project on October 8, 2014.

The final shelf ready design will incorporate this improved section which will remain in place with future roadway expansion.

Alternatives: Staff recommends no alternative action

Fiscal impact: The construction contract phase of the project totaled \$107,314 and realized a savings of \$11,686.

The following summarizes the project budget summary:

Project Budget Summary	
Project Budget- In Local Transportation Fund 516	\$ 139,200
Project Budget Amendment in PLHD Fund 527	\$ 30,800
Total Project Budget	170,000
Project Expenditures	
Construction Services Contract	107,314
Engineering Costs- Albert Grover & Assoc	6,000
Inspection and Project Delivery	622
Indirect Cost Recovery	-
Total Project Costs	113,936
Expenditure Budget Surplus	\$ 56,065

Attachments: June 23, 2014 Town Council Minutes
July 15, 2014 Town Council Minutes
October 7, 2014 Town Council Draft Minutes
Local Transportation (LTF) Fund 516 2014-15 Amended Budget

formation of these districts began in 2005 and there are nine maintenance districts in existence today. The assessment Engineers Report establishes the amount of annual assessment in each of the districts.

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

Council Member Leone sought confirmation that these assessments are for new development only.

Mayor Pro Tem Huntington commented on the assessment numbers, noting that there are minor adjustments from the prior year.

Council Member Abel moved to adopt Resolution No. 14-21, approving and confirming the assessments as set forth in the Engineer’s Reports and declares its intent to levy and collect assessments upon real property within the existing districts for the 2014-15 tax year, and authorizes the levy of assessments as recommended in the Engineer’s Reports. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

DEPARTMENT REPORTS

- 14. **Public Lands Highway Discretionary Fuuds Project (PLHD)
SR62, Apache Trail to Palm Avenue – Town Project No. 8661
Federal Project No. PLHL04-5466(015)
Contract Amendment; 2014-15 Budget Amendment
Black Rock Canyon Road; Additional Traffic Control**

Town Project Engineer Qishta presented the staff report requesting an amendment to the PLHD contract with Matich Corporation to include repairs to Black Rock Canyon Road into the project scope. Pursuant to Town Council direction to bring Black Rock Canyon Road into the Town’s Maintained Road System, staff has identified a temporary solution to bring the road to a drivable status. This involves eliminating potholes and deteriorated asphalt road surface by pulverizing the existing asphalt in place, followed by grading and compacting.

Continued research to acquire additional financial resources is necessary to construct a typical asphalt concrete road. It is estimated that the temporary solution will require grading approximately every 2-3 months, and after significant storm events.

The requested amendment to the Matich contract also includes provisions to minimize the impact to traffic on SR 62 during construction. With temporary restriping, labor and equipment, the contractor will open both lanes of traffic at the end of each day and during the weekends.

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

Council Member Abel commented favorably on the inclusion of Black Rock Canyon Road into the maintained road system, and would like to see the road fully paved in the near future. Abel stated he is impressed with Matich and how quickly the company is moving along with the sidewalks.

Mayor Pro Tem Huntington inquired if the Black Rock Canyon Road repair includes any work on San Marino. Huntington also explained that this is not a permanent solution and would like to see agreements with the residents along Black Rock Canyon Road, with the understanding that the property owners will be responsible for certain aspects of the road maintenance.

Council Member Leone commented on the number of vehicles traveling along Black Rock Canyon Road and wished this was taken care of a long time ago. Leone also commented favorably on the work along the highway and the flexibility of opening and closing lanes at the appropriate times.

Mayor Pro Tem Huntington moved to:

- Approve a contract amendment per Section 1.10 of the original Contract between the Town of Yucca Valley and Matich Corporation to add Black Rock Canyon Road repair to the scope of work in the amount of \$28,000, subject to easement acquisition on the east side of Black Rock Canyon Road;
- Amend the 2014/15 Adopted Budget to transfer \$30,800 (\$28,000 plus \$2,800 contingency) from Fund 516 to Fund 527.
- Direct staff to return to the Town Council at the meeting of July 15, 2014 with the recommended area of improvement/maintenance for Black Rock Canyon Road and a Resolution establishing the timeline for accepting Black Rock Canyon Road into the Town's Maintained Road System;
- Direct staff to proceed with the amended traffic control plan enabling two open travel lanes for both east and west bound traffic on SR 62 at the end of each work day and on weekends

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

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

15. Resolution No. 14-22; Authorization of the Levy of a Special Service Tax upon Real Property within Community Facilities District (CFD) No. 11-1

Town Project Engineer Qishta presented the staff report for the authorization of the levy of a special service tax upon real property within CFD No. 11-1 As a legislative body, the Town Council by resolution as provided in section 53340 of the ACT, determines the specific special tax rate and amount to be levied for the current or future tax years. The special tax rate to be levied shall not exceed the maximum rate.

The Town has formed three such service areas included in CFD No. 1-1. These include Warren Vista Center CFD, Annexation Area No. 1, Improvement Area 1; Dollar General CFD, Annexation Area No. 1, Improvement Area 1; and, Super Wal-Mart CFD, Annexation Area No. 2, Improvement Area 3.

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

Council Member Leone Moved to adopt Resolution 14-22, authorizing the annual levy of special taxes for Community Facility District No. 11-1, for fiscal year 2014/2015. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

16. Resolution No. 14-23; Budget Amendment; Recall Petition Summary

Town Clerk Copeland presented the staff report requesting a 2013-14 fiscal year budget amendment for unanticipated expenditures related to the recall petition process incurred during the fiscal year.

Mayor Lombardo opened public comments.

Charles McHenry, Yucca Valley commented on the costs associated with the attempted recall process.

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

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.

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

DEPARTMENT REPORTS

10. Desert Regional Tourism Agency Quarterly Report for the quarter ending September 30, 2014 and the Annual Report for the 2013-14 fiscal year.

Town Manager Yakimow introduced the item. Cary Harwin, from DRTA presented the annual report.

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

Mayor Pro Tem Huntington commented on the increased number of the DRTA team members and additional public groups becoming involved.

No formal action was taken on the item.

**11. Public Lands Highway Discretionary Funds Project (PLHD)
SR62, Apache Trail to Palm Avenue – Town Project No. 8661
Federal Project No. PLHL04-5466(015)
Modifications to Contract Amendment No. 1
Black Rock Canyon Road**

Deputy Town Manager Stueckle presented the staff report. At the Town Council's prior direction, staff has identified two alternatives for the needed maintenance of Black Rock Canyon Road. Staff also recommends posting the speed limit of 25 miles per hour, though it will not be enforceable. With council direction, the current PLHD project contract with Matich Corporation will be amended to conduct the work.

Mayor Lombardo opened public comments and the following individuals spoke on the item.

Lori Herbel, Yucca Valley

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

Council Member Leone spoke in favor of improving Black Rock Canyon Road.

Mayor Pro Tem Huntington inquired on the status of the contingency availability from the current PLHD project.

Council Member Rowe inquired about the drainage issues from Joshua Tree National Park that has not yet been addressed. Rowe stated she would like the issues fixed, so they are not a detriment to the roadway.

Mayor Lombardo commented favorably on improvements for the roadway.

Council Member Leone moved to approve an amendment to the contract per Section 1.10 of the original Contract between the Town of Yucca Valley and Match Corporation, to add Black Rock Canyon Road repair to the scope of work in the amount of \$108,000 plus \$11,000 contingency, for a total of \$119,000, and therefore amending the Town Council action on Section 1.1 of the Agreement from June 23, 2014. Mayor Lombardo seconded. Motion carried 4-0-1 on a roll call vote.

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

12. Initiative Process Update

Town Attorney Laymon presented the staff report explaining the medical marijuana initiative currently being circulated for voter signatures by initiative proponents. Laymon also explained options the Town Council has in initiating a Town's sponsored ordinance for a similar subject.

Mayor Lombardo opened public comments with the following individuals speaking on the item:

Brian Nicholson, Yucca Valley

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

Town Manager Yakimow clarified the staff recommendation on the item.

Council Member Leone inquired on scheduling requirements of a special election.

Mayor Pro Tem Huntington questioned if a fee structure, similar to Transient Occupancy Taxes or Franchise Fees could be imposed for medical marijuana dispensaries. Huntington continued by voicing his concern with certain aspects of the initiative currently being circulated and believes the Town should be prepared with a competing initiative or other measures to address these flaws.

Council Member Rowe concurred with Huntington's statement.

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

Amended 6/23, 10/7 CM

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
516 - LTF						
RECEIPTS						
SANBAG Revenue	4828	\$ 56,000	\$ -	\$ 56,000	\$ 121,431	\$ 56,000
SANBAG TDA Grant -TAIM	4167	91,000	-	-	-	-
Legal Settlement		-	-	-	-	-
Interest	4611	250	1,001	250	500	250
TOTAL RECEIPTS		147,250	1,001	56,250	121,931	56,250
EXPENDITURES						
Indirect Cost		-	-	-	-	-
Professional Services		4,600	-	4,600	4,600	4,600
TOTAL EXPENDITURES		4,600	-	4,600	4,600	4,600
CAPITAL OUTLAY						
Work in Progress		282,000	-	525,000	534,200	5,000
TOTAL CAPITAL OUTLAY		282,000	-	525,000	534,200	5,000
OPERATING TRANSFERS IN (OUT)						
Transfer OUT - Fund 529	9499	(50,000)	(50,000)	-	-	-
Transfer IN - Fund 529					7,637	
Transfer OUT - Fund 542	9499	-	-	(120,000)	(120,000)	
Transfer OUT - Fund 527	9499	-	-	-	(30,800)	
TOTAL OPERATING TRANSFERS IN (OUT)		(50,000)	(50,000)	(120,000)	(143,163)	-
INCREASE (DECREASE) IN FUND BALANCE						
		(189,350)	(48,999)	(593,350)	(560,032)	46,650
BEGINNING FUND BALANCE		923,182	923,182	899,832	874,183	314,151
ENDING FUND BALANCE		733,832	874,183	306,482	314,151	360,801
Due to (from other funds)		(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
ENDING CASH BALANCE		\$ 433,832	\$ 574,183	\$ 6,482	\$ 14,151	\$ 60,801
Work in Progress Detail						
		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Project	Account					
Street Engineering Prof Serv	516 55-59 7117 0000	5,000	-	5,000	5,000	5,000
SANBAG TAIM Project	516 55-59 8310 8454	182,000	-	-	-	-
Town Wide Slurry Seal	516 55-59 8310 8340	-	-	-	-	-
Blackrock Road Repair	516 55-59 8310 8455	75,000	-	150,000	139,200	-
Fortuna	516 55-59 8310 8351	20,000	-	-	20,000	-
Grand/Palm Alley	516 55-59 8310 8559	-	-	170,000	170,000	-
Pima Trail	516 55-59 8310 8562	-	-	200,000	200,000	-
		282,000	-	525,000	534,200	5,000

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Sue Earnest, Recreation Supervisor
Date: November 13, 2014
For Council Meeting: November 18, 2014

Subject: 2014-15 Youth Commission appointments

Prior Council Review: Annual

Recommendation: Move to appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2014-15 Youth Commission, and authorize the Parks, Recreation & Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

Summary: The Town Council has established the Youth Commission to be appointed annually to communicate with local government in matters pertaining to the youth of the community. The Council has appointed the Parks, Recreation and Cultural Commission to oversee the activities of the Youth Commission.

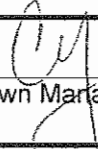
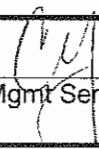
Order of Procedure:

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

Discussion: The Yucca Valley Youth Commission was established in 1995. The commission consists of young people in grades 7 through 12 who attend school in Yucca Valley. The Council established the Youth Commission to represent the youth of the community and make recommendations in matters that concern young people. The Youth Commission is limited to 20 members.

As the Council-appointed overseers of the Youth Commission activities, the Parks, Recreation and Cultural Commission is charged with reviewing the Youth Commission applicant information and making a recommendation to the Town Council for appointment.

Staff received 24 applications from candidates seeking appointment to the 2014-15

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

Youth Commission by the application deadline. The Parks, Recreation and Cultural Commission has reviewed the applications and met with several of the candidates at their October 14th Commission meeting. The recommendation is to appoint the following 20 individuals to the 2014-2015 Youth Commission and welcome the remaining 4 applicants to participate as alternates and non-voting members:

Applicant name	Grade	School
1. Rachel Green	12 th Grade	Yucca Valley High School
2. Francisco Gonzalez	11 th Grade	Yucca Valley High School
3. Miranda Green	10 th Grade	Yucca Valley High School
4. Aaron Ahmadi	10 th Grade	Yucca Valley High School
5. Tyler Geeson	10 th Grade	Yucca Valley High School
6. Courtney Linzner	9 th Grade	Yucca Valley High School
7. Nicole Caguioa	9 th Grade	Joshua Springs Christian School
8. Katie Young	11 th Grade	Hope Academy
9. Joshua Pringle	11 th Grade	Joshua Springs Christian School
10. M. Cole Baldwin	9 th Grade	Joshua Springs Christian School
11. Emily Sheckler	9 th Grade	Yucca Valley High School
12. Rachel Kee	8 th Grade	La Contenta Middle School
13. Madison Tuttle	8 th Grade	La Contenta Middle School
14. Sarah Rodriguez	8 th Grade	La Contenta Middle School
15. Aurora Valdes	8 th Grade	La Contenta Middle School
16. Tommy Cruz	8 th Grade	La Contenta Middle School
17. Zoie Gianforte	8 th Grade	La Contenta Middle School
18. Vianne Militar	8 th Grade	La Contenta Middle School
19. Taysha Boyas	7 th Grade	La Contenta Middle School
20. Angel Rodriguez	7 th Grade	La Contenta Middle School

Alternates

Jesse Sheckler	7 th Grade	La Contenta Middle School
Cassidy Pittner	8 th Grade	La Contenta Middle School
Angelina Quirante	8 th Grade	La Contenta Middle School
Emillie Griffith	8 th Grade	La Contenta Middle School

Attachments: None



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: November 10, 2014
For
Council
Meeting: November 18, 2014

Subject: California Department of Housing and Community Development Housing-Related Parks Program Grant resolution

Prior Council Review: On January 21, 2014, Council adopted the resolution authorizing the application for the California Department of Housing and Community Development Housing-Related Parks Program Grant.


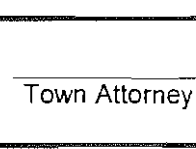


On September 2, 2014, council adopted a resolution revising the titles of staff and authorizing the Town Manager or designee as the official designated and authorized to represent the Town on current and subsequent park specific grant documents, reimbursement requests and reports.

Recommendation: That the Council:
Adopts the resolution authorizing submittal and execution of the Department of Housing and Community Development Housing-Related Parks Program Standard Agreement including the specific grant award amount per the revised template received from the California Department of Housing and Community Development Housing-Related Parks Program Team.

Order of Procedure:

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

Discussion:

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

The revised resolution is requested in response to the California Department of Housing and Community Development Housing-Related Parks Program determination that the original template provided to grant recipients was incomplete.

The revised resolution authorized the exact grant award amount encumbered by the Standard Agreement.

After receipt of a fully-executed Standard Agreement, the Town will be authorized to encumber charges against the award.

Financial Impact: None with this time.

Alternatives: None recommended.

Attachments:

- Authorizing resolution
- Department of Housing and Community Development Housing-Related Parks Program Standard Agreement

Resolution No. 14-__

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING RELATED PARKS PROGRAM GRANT

WHEREAS:

A. The State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program.

B. By Resolution No.14-28 the Town of Yucca Valley (Applicant) was authorized to apply for a HRP Program Grant and submitted 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 the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

D. The Department awarded Applicant an HRP Program Grant in the amount of \$168,700.

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$168,700, 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 the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED this 18th Day of November, 2014, by the following vote:

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

The undersigned Town Clerk of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the Town Council of the Town of Yucca Valley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Signature _____ Date _____

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 21.3 (Rev 06/03)

AGREEMENT NUMBER 14-HRPP-9198
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
Town of Yucca Valley
- The term of this Agreement is: **Upon HCD Approval through 09/30/2016**
- The maximum amount of this Agreement is: **\$168,700.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED: 7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) Town of Yucca Valley		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 57090 29 Palms Highway, Yucca Valley, CA 92284		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cathy Parr, Contracts Manager, Business & Contract Services Branch		
ADDRESS 2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. **Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. **Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. **Scope of Work**

Improvements to Paradise Park.

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. Grant Amount

The total amount of this Grant is \$ 168,700.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: November 10, 2014
For Council Meeting: November 18, 2014
Subject: AB1234 Reporting Requirements

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

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of October 2014.

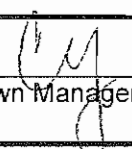
Order of Procedure:

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


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

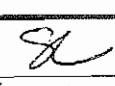
An example of when a report is required is when a Town Council member represents his or her agency on a joint powers agency board and the Town pays for the official's expenses in serving in that representative capacity. Additionally, in the spirit of AB1234, the Yucca Valley Town Council also reports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

Reviewed By:


Town Manager

Town Attorney


Admin Services


Finance

____ Department Report
 Consent

____ Ordinance Action
____ Minute Action

____ Resolution Action
 Receive and File

____ Public Hearing
____ Study Session

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

Alternatives: None.

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

Attachments: **AB1234 Reporting Requirement Schedule**

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule Month of October 2014

Date of Travel	Organization	Description	Location
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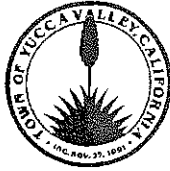
Mayor Lombardo
No Reportable Meetings

Mayor Pro Tem Huntington
No Reportable Meetings

Councilmember Abel
No Reportable Meetings

Councilmember Rowe
No Reportable Meetings

Councilmember Leone
No Reportable Meetings



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: November 3, 2014
Council Meeting: November 18, 2014

Subject: Warrant Register November 18, 2014

Recommendation:


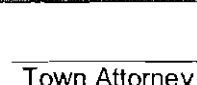
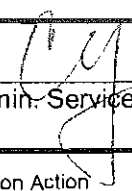

Ratify the Payroll Register total of \$ 141,726.14 for checks dated October 24, 2014 and the Warrant Register total of \$213, 688.69 for checks dated October 30, 2014.

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. 16 dated October 24, 2014 total of \$ 141,726.14
Warrant Register No. 21 dated October 30, 2014 total of \$ 213,688.69

Reviewed By:				
	Town Manager	Town Attorney	Admin. Services	Finance
<input type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Item	

TOWN OF YUCCA VALLEY
PAYROLL REGISTER #16
CHECK DATE - October 24, 2014

Fund Distribution Breakdown

Fund Distribution

General Fund	\$130,618.26
Gas Tax Fund	11,107.88
Successor Agency	0.00 **
	<hr/>

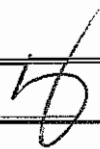

Grand Total Payroll	\$141,726.14
	<hr/> <hr/>

****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 16 - Paid 10/24/2014
(October 04, 2014 - October 17, 2014)
Checks: 4977 - 4982

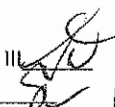


	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$3,732.18		\$3,732.18
Direct Deposit	67,709.73	-	67,709.73
Sub-total	71,441.91		71,441.91
<u>Employee Tax Withholding</u>			
Federal	12,866.84		12,866.84
Medicare	1,402.09	1,402.08	2,804.17
SDI - EE	-	-	-
State	4,108.00		4,108.00
Sub-total	18,376.93	1,402.08	19,779.01
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	3,648.93	3,105.21	6,754.14
PERS Survivor Benefit	47.00		47.00
Health Café Plan	1,165.63	11,323.63	12,489.26
American Fidelity Pre-Tax	29.95		29.95
American Fidelity After-Tax	63.32		63.32
American Fidelity-FSA	564.52		564.52
PERS EE - Contribution 6.25 %	358.83		358.83
PERS EE - Contribution 7%	1,343.89		1,343.89
PERS EE - Contribution 8%	4,855.34		4,855.34
PERS Retirement - Employer 6.25 %	-	358.83	358.83
PERS Retirement - Employer 7.846 %	-	1,536.84	1,536.84
PERS Retirement - Employer 18.586 %	-	12,905.47	12,905.47
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		982.30	982.30
Other Post Employee Benefit's		2,699.90	2,699.90
Unemployment Insurance		1,675.16	1,675.16
Workers' Compensation		3,828.93	3,828.93
Sub-total	12,088.95	38,416.27	50,505.22
Gross Payroll	\$101,907.79	\$39,818.35	\$141,726.14
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 21
CHECK DATE OCTOBER 31, 2014**

FUND DISTRIBUTION BREAKDOWN

Checks # 45660 to # 45725 are valid
Check # 45687 is void

GENERAL FUND # 001	\$90,560.83
CENTRAL SUPPLIES FUND # 100	\$1,301.08
DEPOSITS FUND # 200	\$10,507.50
COPS-LLESA FUND # 511	\$2,532.06
GAS TAX FUND # 515	\$3,701.19
MEASURE I - 2010 -2040 FUND # 520	\$2,780.00
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$1,674.40
SR62 SAFE ROUTES TO SCHOOLS FUND # 529	\$57,349.13
CMAQ FUND # 542	\$37,382.50
LANDSCAPE & LIGHTING MAINTENANCE FUND # 581	\$2,700.00
STREET & DRAINAGE DISTRICT FUND # 582	\$3,200.00
	<u>\$213,688.69</u>

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

October 31, 2014

Fund	Check #	Vendor	Description	Amount
001 GENERAL FUND				
	45660	Susan Earnest	Program Supplies	\$ 257.57
	45661	Elk's Lodge #2314	Veteran's Day Event	700.00
	45662	Tina Loyd	Recreation Program Expense	480.00
	45663	Action Pumping, Inc.	Septic Maintenance Service	160.00
	45665	Alsco/American Linen, Inc.	Uniform Maintenance	268.22
	45666	Janet Anderson	11/14 Medical Insurance Premium	1,317.60
	45667	Animal Action League	Veterinary Services	3,823.00
	45668	Broadcast Music, Inc.	Membership Renewal	330.00
	45669	Brian's Lockshop	Facilities Maintenance	81.30
	45670	Allison Brucker	Seminar Expense	223.13
	45672	Burrtec Environmental	Abatement Services	932.95
	45673	C & S Electric	Facilities Maintenance	31.56
	45674	CDW Government, Inc.	Technology Equipment	194.36
	45675	Charles Abbott & Assoc, Inc.	Plan Check Fee Service	20,852.06
	45676	Chevron & Texaco Card Svs.	Vehicle Fuel	152.48
	45677	Lesley Copeland	Seminar Expense	332.00
	45678	Corelogics Info. Solutions	Code Enforcement Svs.	165.00
	45679	Data Ticket	Citation Processing Svs.	3.50
	45681	Desert Pacific Exterminators	Pest Control Services	524.00
	45682	Desert Arc	Park Maintenance Service	4,217.83
	45683	Desert Green Landscape	Abatement Services	580.00
	45684	Fulton Distributing Co.	Facilities Maintenance	953.45
	45685	G & K Propane	Vehicle Fuel	47.26
	45688	Hi-Desert Water	Water Service	658.98
	45689	Hi-Desert Publishing	Legal Advertising	1,292.50
	45695	Mr. Sandman	Graffiti Removal Service	800.00
	45696	MSA	Membership Renewal	60.00
	45697	Morongo Unified School Dist.	Fleet Fuel	3,433.72
	45699	Oasis Office Supply, Inc.	Office Supplies	682.04
	45700	Public Agency Retirement Svs.	07-09/14 OPEB Payment	17,936.67
	45701	Pastperfect Software	Museum Collection Software	540.00
	45702	Phone Solutions	Phone Support Service	190.00
	45703	Pro Video	Town Council Taping	200.00
	45705	Quick Scores	Recreation Program Supplies	126.00
	45706	Jessica Rice	Seminar Expense	780.00
	45707	Stefanie Ritter	Program Supplies	105.44
	45708	SBCO-Office of the Assessor	Assessor Disk	429.41
	45709	SBCO Fire Protection District	10-12/14 Hazardous Waste Fee	6,920.00
	45710	SCE	Electric Service	8,892.09
	45711	SCMAF	Membership Renewal	75.00
	45712	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	442.37

Town of Yucca Valley

Warrant Register

October 31, 2014

Fund	Check #	Vendor	Description	Amount
	45713	Star2Star Communications	Animal Shelter Phone Svs.	389.77
	45714	Stater Bros	Recreation Program Expense	25.79
	45715	T.T.I. Inspections	Vehicle Maintenance	514.74
	45718	Turf Star, Inc.	Parks Equipment Maintenance	38.15
	45719	Twentynine Palms Chamber	Museum Membership Renewal	75.00
	45720	Unisource Worldwide, Inc.	Facilities Maintenance Supplies	1,094.94
	45721	Verizon	Phone Service	3,958.05
	45722	Walmart Community	Recreation Program Expense	815.92
	45723	Guy Wulf	Sports Referee	750.00
	45724	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	322.77
	45725	YVHS Music Boosters	Veterans Tribute Event	100.00
	EFT	First Bankcard	Program Supplies	2,284.21
Total 001	GENERAL FUND			\$ 90,560.83
	100 INTERNAL SERVICE FUND			
	45686	GE Capital Corporation	Animal Shelter Copier Lease	\$ 653.67
	45692	Mail Finance	Town Hall Postage Meter Lease	647.41
Total 100	INTERNAL SERVICE FUND			\$ 1,301.08
	200 DEPOSITS FUND			
	45698	NRO Engineering	Engineering Services	\$ 10,507.50
Total 200	DEPOSITS FUND			\$ 10,507.50
	511 COPS-LLESA FUND			
	45694	Motoport	Sheriff's Office Uniform Expense	\$ 2,462.32
	45716	Time Warner Cable	Sheriff's Office Internet Svs.	69.74
Total 511	COPS-LLESA FUND			\$ 2,532.06
	515 GAS TAX FUND			
	45665	AlSCO/American Linen, Inc.	Streets Uniform Service	\$ 79.81
	45671	Builders Supply-Yucca Valley	Streets Supplies	74.01
	45704	Quality Street Services, Inc.	Street Sweeping Service	2,790.00
	45717	Tops n Barricades, Inc.	Streets Signs & Supplies	753.34
	45724	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	4.03
Total 515	GAS TAX FUND			\$ 3,701.19
	520 MEASURE I-2010-2040 REGIONAL FUND			
	45664	Albert Grover & Assoc.	Dumosa Signal Project	\$ 2,780.00
Total 520	MEASURE I-2010-2040 REGIONAL FUND			\$ 2,780.00

Town of Yucca Valley

Warrant Register

October 31, 2014

Fund	Check #	Vendor	Description	Amount
527		PUBLIC LANDS FEDERAL GRANT FUND		
	45691	LandMark	PLHD Professional Services	\$ 1,674.40
Total 527		PUBLIC LANDS FEDERAL GRANT FUND		\$ 1,674.40
529		SR2S SAFE ROUTES TO SCHOOL FUND		
	45669	Brian's Lockshop	SR62 Safe Routes to Schools	\$ 349.13
	45693	Matich Corporation	SR62 Safe Routes to Schools	57,000.00
Total 529		SR2S SAFE ROUTES TO SCHOOL FUND		\$ 57,349.13
542		CMAQ FUND		
	45680	DBX, Inc.	SR62 Signal Synchronization	\$ 37,382.50
Total 542		CMAQ FUND		\$ 37,382.50
581		LANDSCAPE & LIGHTING MAINTENANCE DISTRICT FUND		
	45690	K. Dennis Klingelhofer	FY 14/15 Engineer's Report	\$ 2,700.00
Total 581		LANDSCAPE & LIGHTING MAINTENANCE DISTRICT FUND		\$ 2,700.00
582		STREET & DRAINAGE DISTRICT FUND		
	45690	K. Dennis Klingelhofer	FY 14/15 Engineer's Report	\$ 3,200.00
Total 582		STREET & DRAINAGE DISTRICT FUND		\$ 3,200.00
***		Report Total		<u>\$ 213,688.69</u>