

# TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



*The Mission of the Town of Yucca Valley is to  
provide a government that is responsive to its citizens  
to ensure a safe and secure environment  
while maintaining the highest quality of life.*

**TOWN COUNCIL: 6:00 p.m.  
TUESDAY, JUNE 16, 2015  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION: 6:00 p.m.  
(Immediately following regular meeting)  
YUCCA VALLEY TOWN HALL  
CONFERENCE ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**\* \* \* \***

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

**\* \* \* \***

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

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY, JUNE 16, 2015  
6:00 P.M.**

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

***An agenda packet for the meeting, and any additional documents submitted to the majority of the Town Council, are available for public view in the Town Hall lobby and with respect to the staff agenda packet, on the Town's website, [www.yucca-valley.org](http://www.yucca-valley.org), prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.***

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

***Where appropriate or deemed necessary, action may be taken on any item listed in the agenda.***

**OPENING CEREMONIES**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION** – Led by Mike Kelliher, San Bernardino County Sheriff's Chaplain

**PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS**

1. Copper Mountain College, Jeff Cummings
2. Desert Regional Tourism Agency Quarterly Update

**APPROVAL OF AGENDA**

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

## CONSENT AGENDA

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

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

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

- 7-39 4. Southwest Networks Contract Amendment

**Recommendation:** Approve Amendment No. One (1) to the contract with Southwest Networks, Inc. for IT services, extending the contract term through June 30, 2016 and authorize the Town Manager to sign all related documents in a form approved by the Town Attorney

- 40-76 5. Authorization to Purchase Park Tables from Quick Crete Products Corp.

**Recommendation:** Authorize the purchase of twenty (20) park tables from Quick Crete Products Corporation in the amount of \$21,682, bid through the California Multiple Award Schedules, and find that the California Multiple Award Schedule complies with the requirement for a formal bidding process established by the Town's Purchasing Ordinance.

- 77-94 6. Legislative Priorities

**Recommendation:** Consider the Ad Hoc Committee's recommendation to adopt the Town of Yucca Valley 2015 Legislative Priorities and 2015 Funding Priorities

- 95-109 7. Award of Professional Services Contract  
Retail Recruitment and Retention Solutions

**Recommendation:**

1. Authorize the award of contract to Buxton Company for a not to exceed amount of \$35,000 for professional services related to the development of customized retail recruitment and retention solutions, utilizing the Town's standard contract form, and authorizing the Mayor, Town Manager, and Town Attorney to execute the contract, subject to non-substantive changes.

2. Direct staff to work with Buxton in the development of comprehensive market data and marketing material unique to Yucca Valley, and to facilitate individual meetings as appropriate as part of the International Council of Shopping Centers – Western Division meeting in San Diego, September 2015 and ICSC- RECon May 2016

110-114 8. Certification of June 2, 2015 Special Election Results

**Recommendation: Adopt the Resolution confirming and certifying the June 2, 2015 Special Election results.**

115-117 9. AB1234 Reporting Requirements

**Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of May 2015**

118-123 10. Warrant Registers

**Recommendation: Ratify the Warrant Register totaling \$37,646.11 for Checks dated May 28, 2015; Ratify the Payroll Register totaling \$140,657.63 Dated May 22, 2015**

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

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

## **PUBLIC HEARING**

124-142 11. Public Nuisances Abated at Town's Expense  
Placement of Liens on the FY 2014/15 San Bernardino County Tax Rolls  
Resolution No. 15-

**Recommendation: Adopt the Resolution, placing tax liens on the FY 2014/15 San Bernardino County Tax Rolls.**

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

**DEPARTMENT REPORTS**

143-149 12. Morongo Basin Pathway Citizen Effort Update

**Recommendation:**

- 1. Receive and file an update of recent citizen efforts related to a basin-wide bicycle pathway concept**
- 2. Consider providing general support toward the concept vision**
- 3. Direct staff to assist in the calling of a basin-wide annual transportation agency meeting, and request that the vision be shared as an agenda item for future discussion**

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

150-155 13. Paid Sick Leave Policy

**Recommendation: Review and approve the proposed policy for Paid Sick Leave**

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

156-177 14. Paradise Park Playground Improvements- Town Project No. 8048  
Authorization to Prepare Plans and Specifications  
Planning Commission & Parks Recreation and Cultural Commission Joint Meeting

**Recommendation:**

- 1. Receive the report for the Paradise Park Playground Improvement Project**
- 2. Provide direction to staff on desired improvement options and potential project phasing**
- 3. Direct staff to proceed with preparation of plans and specifications**

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

178-224 15. Powdered Alcohol

**Recommendation: Receive and file the report and direct staff to contact the Town's State Legislators expressing Town concerns regarding powdered alcohol**

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

- 225-230 16. Appointment of Voting Delegate and alternate for the business meeting of the League of California Cities Annual Conference

**Recommendation: Designate a Voting Delegate and an alternate for the business meeting of the 2015 League of California Cities Annual Conference**

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

## **FUTURE AGENDA ITEMS**

## **PUBLIC COMMENTS**

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

## **STAFF REPORTS AND COMMENTS**

## **MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

- 17. Council Member Abel
- 18. Council Member Denison
- 19. Council Member Lombardo
- 20. Mayor Pro Tem Leone
- 21. Mayor Huntington

## **ANNOUNCEMENTS**

### **Upcoming Meeting Schedule**

The next meeting of the Yucca Valley Town Council is scheduled for Tuesday, July 7, 2015 at 6:00 p.m.in the Yucca Valley Community Center Yucca Room.

*(Public Comments will be taken on Closed Session Items Prior to Adjourning to Closed Session)*

### **CLOSED SESSION (Town Hall Conference Room)**

#### **1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A closed session will be held, pursuant to Government Code §54956.(d)(1), to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Mirage Front Properties, LLC vs. Town of Yucca Valley; CIVDS1400401

#### **2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

A closed session will be held, pursuant to Government Code §54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Frank Lindsay vs. Town of Yucca Valley; Case Number 515-cv-0036-VAP-DTBx; United States District Court

### **CLOSED SESSION REPORT (Town Hall Lobby)**

## **ADJOURNMENT**

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Town of Yucca Valley Town Council in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Yucca Valley Town Council, Commissions and Committees.

**Agendas** - All agendas are posted at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the Town Hall offices located at 57090 Twentynine Palms Highway, Yucca Valley.

**Agenda Actions** - Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Town Council will generally consider items in the order listed on the agenda. However, items may be considered in any order. Under certain circumstances new agenda items can be added and action taken by two-thirds vote of the Town Council.

**Closed Session Agenda Items** - Consideration of closed session items, *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Mayor will announce the subject matter of the closed session. If final action is taken in closed session, the Mayor shall report the action to the public at the conclusion of the closed session.

**Public Testimony on any Item** - Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Town Council should complete a "Request to Speak" form, provided near the Town Clerk's desk at the meeting room, and present it to the Town Clerk prior to the Council's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak. When recognized by the Mayor, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Council, speakers are limited to up to three (3) minutes on each item. The Mayor or a majority of the Council may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Council member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** - The Council is concerned that discussion takes place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** - At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject with Council's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.*

**Disruptive Conduct** - If any meeting of the Council is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Mayor may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Council without first being recognized, not addressing the subject before the Council, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Council from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for all Town of Yucca Valley meetings. Your cooperation is appreciated!*



## ACRONYM LIST

ADA	Americans with Disabilities Act
CAFR	Comprehensive Annual Financial Report
CALTRANS	California Department of Transportation
CEQA	California Environmental Quality Act
CCA	Community Center Authority
CDBG	Community Development Block Grant
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COP	Certificates of Participation
CPI	Consumer Price Index
DOJ	Department of Justice
DOT	Department of Transportation
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
HDWD	Hi Desert Water District
HUD	US Department of Housing and Urban Development
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 <sup>st</sup> Century
TOT	Transient Occupancy Tax

## Town Council Committee Assignments

COMMITTEE	REPRESENTATIVE	MEETING SCHEDULE	LOCATION
CITY / COUNTY ANIMAL SERVICES JPA	Huntington Lombardo	12:00 pm. Last Thursday	Yucca Valley
DESERT SOLID WASTE JPA	Huntington Leone (Alt)	10:00 a.m. 2 <sup>nd</sup> Thursday Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT MOUNTAIN DIVISION	Lombardo Denison (Alt)	10:00 a.m. 4 <sup>th</sup> Friday- Quarterly	Varies
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	Mayor		
LEGISLATIVE TEAM	Huntington Denison	Proposed for Council Members to work with Town Manager meeting with legislators when necessary	
HOMELESS PARTNERSHIP (SBCO) AND INTERAGENCY COUNCIL ON HOMELESSNESS	Staff	9:00 a.m. 4 <sup>th</sup> Wednesday	San Bernardino
MEASURE I	Huntington Abel (Alt)	9:30 a.m. 3 <sup>rd</sup> Friday	Apple Valley
MORONGO BASIN TRANSIT AUTHORITY	Abel Leone Lombardo (Alt)	5:00 p.m. 4 <sup>th</sup> Thursday	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	Leone Abel (Alt)	10:00 a.m. 4 <sup>th</sup> Monday	Victorville
SANBAG	Huntington Abel (Alt)	10:30 a.m. 1 <sup>st</sup> Wednesday	San Bernardino
SCAG VOTING DELEGATES	SANBAG APPOINTEES	Annual General Assembly	Varies
SPORTS COUNCIL	Denison	6:30 p.m. 2 <sup>nd</sup> Monday March, June, Sept	Yucca Valley

## Ad Hoc Committee Assignments

COMMITTEE	REPRESENTATIVES
AUDIT	Denison Huntington
BREHM PARK	Abel Lombardo
CLASS AND COMPENSATION REVIEW	Abel Huntington
MEDICAL MARIJUANA INITIATIVE	Lombardo Abel
ONLINE VIDEO	Huntington Evans (PRCC)
PUBLIC FACILITIES	Huntington Leone
RDA BONDS	Huntington Leone
REVENUE MEASURE	Huntington Leone
SEWER FINANCING	Denison Leone
DIVISION	Huntington Leone

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Jessica Rice, Management Analyst

**Date:** June 8, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Southwest Networks Contract Amendment

**Recommendation:**

Approve Amendment number one to the contract with Southwest Networks, Inc. for IT services, extending the contract term through June 30, 2016 and authorize the Town Manager to sign all related documents in a form approved by the Town Attorney.

**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:** In June 2013, the Town Council directed staff to prepare and distribute a Request for Proposal (RFP) to review available options for related professional IT services for the 14/15 fiscal year. In May 2014, Staff completed an RFP process and Southwest Networks was found to be the successful bid winner. In June 2014 Town Council authorized staff to enter into a contract with Southwest Networks, Inc. for one (1) year with the option to renew for a period of one (1) additional year, which would extend the term through June 30, 2016.

The recommendation is to exercise the option to renew the contract for a period of one (1) year by amending the original contract. The amendment will modify the contract term identified in Exhibit "D" of the original contract to extend the term through June 30, 2016. All other material provisions of the original contract will remain the same.

**Alternatives:** None recommended.

**Fiscal impact:** The not-to-exceed contract amount of \$68,000 remains the same. The FY 2015-16 Adopted Budget provides \$70,000 in the Information Technology Division line item 001-05-08-7110 Professional Services and \$20,000 in line item 001-05-08-7410 Computer Maintenance

for Network Support Services. The recommended action is accommodated by the 2015-16 budget.

**Attachments:** Southwest Networks Contract dated July 1, 2014  
First Amendment to Southwest Networks Contract dated July 1, 2015

**Attachments:**

6 16 15 Southwest Networks Contract dated 7.1.14  
6 16 15 Southwest Networks First Amendment 7.1.15

# CONTRACT SERVICES AGREEMENT

**By and Between**

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

**and**

**SOUTHWEST NETWORKS, INC.**

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE TOWN OF YUCCA VALLEY, CALIFORNIA  
AND  
SOUTHWEST NETWORKS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2014 by and between the **Town of Yucca Valley**, a general law municipal corporation (“Town”) and **Southwest Networks, Inc.**, (“Consultant” or “Contractor”). Town and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

A. Town has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town of Yucca Valley’s Municipal Code, Town has authority to enter into this Contract Services Agreement and the Town Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities

necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

## 1.6 Care of Work.

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

## 1.7 Warranty.

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

## 1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the



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

#### 1.9 Further Responsibilities of Parties.

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

#### 1.10 Additional Services.

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

#### 1.11 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$68,000 (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

### 2.2 Method of Compensation.

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

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

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

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

## 2.5 Waiver.

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

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Time of Essence.

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

### 3.2 Schedule of Performance.

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

### 3.3 Force Majeure.

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

### 3.4 Inspection and Final Acceptance.

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

### 3.5 Term.

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

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

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

<u>Matt Disher</u> (Name)	<u>President</u> (Title)
<u>Christopher Blosser</u> (Name)	<u>Vice President - Operations</u> (Title)
_____ (Name)	_____ (Title)

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

### 4.2 Status of Contractor.

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner

officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverage.

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

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

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

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

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

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

### 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30)

days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

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

CANCELLATION:

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

[to be initialed] \_\_\_\_\_  
Contractor Initials

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

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

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

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)



### 5.3 Indemnification.

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

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

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

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

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



5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

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

6.1 Records.

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

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the Town is greatly concerned about the cost

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### 6.3 Ownership of Documents.

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

### 6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify Town should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

### 7.1 California Law.

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

### 7.2 Disputes; Default.

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

### 7.3 Retention of Funds.

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

#### 7.4 Waiver.

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

#### 7.5 Rights and Remedies are Cumulative.

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

#### 7.6 Legal Action.

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

#### 7.7 Liquidated Damages.

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

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

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

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

#### 7.9 Termination for Default of Contractor.

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

#### 7.10 Attorneys' Fees.

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

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

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

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

#### 8.2 Conflict of Interest.

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

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, sexual orientation, marital status, national origin, veteran status, disability, medical conditions, military service, genetic testing, ancestry, or any other classification protected by state and local laws and ordinances.

### 8.4 Unauthorized Aliens.

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Notices.

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

## 9.2 Interpretation.

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

## 9.3 Counterparts.

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

## 9.4 Integration; Amendment.

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

## 9.5 Severability.

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

## 9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

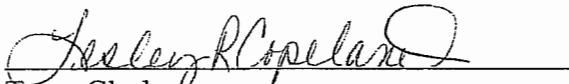
TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation




Town Manager

ATTEST:

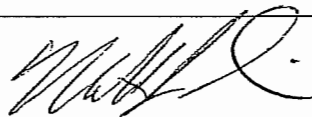
  
Town Clerk

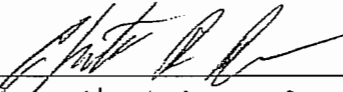
APPROVED AS TO FORM:  
ALESHIRE & WYNTER, LLP

  
Lona Laymon, Town Attorney

CONTRACTOR:

Southwest Networks, Inc

By:   
Name: MATT DISHER  
Title: President

By:   
Name: Christopher R Blosser  
Title: VP Operations

Address: 73-700 Dinah Shore Dr  
Suite 404  
Palm Desert, CA 92211

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.

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)



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

**I. Contractor will perform the following Services:**

A. Provide professional information technology managed services including, but not limited to: network monitoring and management, computer operations, and desktop support, assisting Town with IT project management and engineering services as needed. An inventory of covered items and excluded services are listed in Exhibit "A-1".

Annual contract cost also includes a 3TB BDR (Backup Disaster Recovery) Service and 2TB offsite storage, as detailed below:

**Service Specifications for 3TB BDR (Backup Disaster Recovery) Service:**

1. Provided Services:
  - a) (1) 3TB Guardian BDR Appliance
  - b) Backup Monitoring and Management
  - c) Restoration of Folders/Files
  - d) Local Virtualization of Servers in case of failure
2. Appliance Ownership:  
The 3TB Guardian BDR Appliance is the sole property of Southwest Networks, Inc.
3. Costs:  
The cost of the Managed 3TB BDR is included in the annual managed services contract cost of \$49,860.

**Service Specifications for 2TB Offsite Storage:**

1. Provided Services:
  - a) 2TB of BDR Offsite storage in Bi-Coastal Data Centers
  - b) Manufacturer Warranty and Tech Support
  - c) Unlimited Agent Licenses (Limited only by local storage limits)
  - d) Cloud Virtualization for Servers in case of failure (30-days of Cloud Virtualization per server / per year. Fees apply for every hour over.
  - e) Device Seeding
  - f) Granular Recovery for Exchange
2. Costs:  
2TB of offsite storage is included in the annual managed services contract. Each TB over the included 2TB will be charged at \$180 per TB, per month. (Example: If 2.1TB is used, an additional \$180 per month will be billed; if 3.1TB is used, an additional \$360 per month will be billed; etc.)

B. Perform tasks not included in the annual managed services contract rate at a project hourly rate of \$80 per hour. Any such tasks must be authorized via email or written confirmation and authorization.

C. Scheduled after hours support will be billed at the hourly rate of \$80 per hour.

D. Emergency services performed outside of the hours of 8:00 am – 5:00 pm, Monday through Friday, excluding public holidays, shall be subject to a charge of \$200 per hour, unless previously scheduled during such times, as indicated in I-C above. Any such tasks must be authorized via email or written confirmation and authorization.

**II. As part of the Services, Contractor, with necessary assistance from Town, will prepare and deliver the following tangible work products to the Town:**

- A. Asset Management Report, including:
- Current User
  - Detailed hardware specs (RAM, Drive Space, CPU, etc.)
  - System specs, including age and warranty status of equipment
  - Installed software
  - Licensing summary, including expiration dates

**III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:**

- A. Weekly summary status report of all open trouble tickets shall be emailed to the Contract Officer.
- B. Scheduled reviews as determined by Contract Officer to provide:
- An extensive analysis of the network's trends, security and performance.
  - Recommendations for improving network performance and office productivity to assist with IT planning (near, mid, and long-range planning) and budgeting purposes.

**IV. All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.**

**V. Contractor will utilize the following personnel to accomplish the Services:**

- A. To Be Determined.

**EXHIBIT "A-1"**  
**COVERED ITEMS AND EXCLUDED SERVICES**

**I. List of Covered Items:**

**A. List of Covered Items:**

ASDC	Server	VMware Platform	Virtual	Microsoft Windows Server 2008 R2 Standard x64
ASTS	Server	VMware Platform	Virtual	Microsoft Windows Server 2008 R2 Standard x64
YVTS1	Server	VMware Platform	Virtual	Microsoft Windows Server 2008 R2 Standard x64
YVDC1	Server	VMware Platform	Virtual	Microsoft Windows Server 2008 R2 Standard x64
YVEX1	Server	ProLiant ML350 G6		Microsoft Windows Server 2008 R2 Standard x64
YVPWDC1	Server	ProLiant ML350 G6		Microsoft Windows Server 2008 R2 Standard x64
ACCOUNTING-TYV	WorkStation	HP Z420 Workstation		Microsoft Windows 7 Professional x64
AS-DISPATCH	WorkStation	HP Z420 Workstation		Microsoft Windows 7 Professional x64
AS-MANAGER	WorkStation	HP Compaq Pro 6300 MT		Microsoft Windows 7 Professional x64
AS-OFFICER-1	WorkStation	HP Compaq Pro 6300 MT		Microsoft Windows 7 Professional x64
AS-OFFICER-2	WorkStation	HP Compaq Pro 6300 MT		Microsoft Windows 7 Professional x64
CD-ALLISON	Laptop	HP EliteBook 8570p		Microsoft Windows 7 Professional x64
CD-CODE	WorkStation	HP Compaq Pro 6300 MT		Microsoft Windows 7 Professional x64
CD-DIR-00	WorkStation	HP Pro 3130		Microsoft Windows 7 Professional x64
CD-DIR-LT01	Laptop	Microtower PC		Microsoft Windows 7 Professional x64
CD-FRONT	WorkStation	HP EliteBook 8570p		Microsoft Windows 7 Professional x64
cd-maint-01	WorkStation	HP Compaq Pro 6300 MT		Microsoft Windows 7 Professional x64
CD-PROJ-ENG	WorkStation	HP Pro 3130		NewComputer
CS-MRANDALL	Laptop	HP Z400 Workstation		Microsoft Windows 7 Professional x64
CS-REC-02	WorkStation	HP EliteBook 8560p		Microsoft Windows 7 Professional x64
CS-SEARNEST	WorkStation	HP COMPAQ 6200 Pro		Microsoft Windows 7 Professional x64
MUS-COLLECTIONS	WorkStation	HP ProDesk 600 G1		Microsoft Windows 7 Professional x64
MUS-PRESENT	Laptop	MT PC		Microsoft Windows 7 Professional x64
MUS-	WorkStation	HP ProDesk 600 G1		Microsoft Windows 7 Professional x64

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

STEPHANIE		TWR	
PW-BNOBLE	WorkStation	HP Z400 Workstation	Microsoft Windows 7 Professional x64
PW-DBEHRENS	Laptop	HP EliteBook 8560p	Microsoft Windows 7 Professional x64
		HP Pro 3000	
PW-DOLSEN	WorkStation	Microtower PC	Microsoft Windows 7 Enterprise x64
PW-QISHTA-LT	Laptop	HP EliteBook 8770w	Microsoft Windows 7 Professional x64
PW-			
RKIRSCHMANN	Laptop	HP EliteBook 8560p	Microsoft Windows 7 Professional x64
RADAMS-		HP Compaq dx7500	
YVPW	WorkStation	Microtower	Microsoft Windows 7 Professional
TH-CLERK-LPTP	Laptop	HP EliteBook 8460p	Microsoft Windows 7 Professional x64
TH-			
CYAKIMOW	WorkStation	HP Z400 Workstation	Microsoft Windows 7 Professional x64
TH-HR-LT02	Laptop	HP ProBook 4720s	Microsoft Windows XP Professional
TH-			
LCOPELAND	WorkStation	HP Z400 Workstation	Microsoft Windows 7 Professional x64
TH-MGR-LPTP	Laptop	HP EliteBook 8460p	Microsoft Windows 7 Professional x64
		HP Compaq 6000 Pro	
TH-TM-02	WorkStation	MT PC	Microsoft Windows XP Professional
		HP dx2000 MT	
THEXECASST	WorkStation	(PX838AA)	Microsoft Windows XP Professional
TOYV-JESSICA	Laptop	HP EliteBook 8570p	Microsoft Windows 7 Professional x64
TOYV-POOL	Laptop	HP 350 G1 Notebook PC	Microsoft Windows 7 Professional x64
		VMware Virtual	
YV-MGMT	WorkStation	Platform	Microsoft Windows 7 Professional x64
YV-		HP Compaq dx2400	
MUSEUM02	WorkStation	Microtower	Microsoft Windows XP Professional
YV-		HP dx2000 MT	
MUSEUM03	WorkStation	(PX838AA)	Microsoft Windows XP Professional
YV-SIM.yucca-		VMware Virtual	
valley	WorkStation	Platform	Linux

## II. List of Excluded Services:

### Service excluded under this Agreement include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.

4. The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
8. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in **Exhibit "A-1"**.
9. Programming (modification of software code) and program (software) maintenance unless as specified in **Exhibit "A-1"**.
10. Training Services of any kind.
11. One way travel charges to locations more than 50 miles from Palm Desert, CA 92211
12. Recovery due to Virus Damage.
13. Data is not covered under this agreement. Service provider will make every effort to ensure data is backed up and available to Client. Client agrees to hold Service Provider harmless for any data loss and client further agrees to ultimately be responsible for backing up data and for the data used on the system. Customer assumes all responsibility for the loss of data, loss of business revenue due to unavailability of data and the cost of reloading or reconstruction of data.

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

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

- I. **Article 5 “Insurance, Indemnification and Bonds”, Section 5.1 (d) “Professional Liability”** the following sentence shall be added to the end of the paragraph: “If professional errors and omissions liability insurance is not reasonably available, Contractor shall inform Town and request written waiver of this requirement, but failure to grant such waiver shall not void the contract”.

II. **Suitability of Existing Environment** –

Minimum Standards Required for Services:

In order for Client’s existing environment to qualify for Service Provider’s Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows Vista or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
5. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
6. All Wireless data traffic in the environment must be securely encrypted.
7. There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.

Costs required to bring Client’s environment up to these Minimum Standards are not included in this Agreement.

III. **Monitoring Software** –

This Agreement requires the loading of monitoring software as well as other software packages on Client’s computers and systems. By signing this agreement customer is giving service provider permission to load such software. All software including Anti-

Virus will be uninstalled at end of agreement. Software will be used only to carry out terms of agreement.

**EXHIBIT "C"  
COMPENSATION**

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

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	<b>Managed Services</b>	<u>\$49,860.00</u>	<u>Annually</u>	<u>N/A</u>
<b>B.</b>	<b>Hourly Rate</b>	<u>\$80.00</u>	<u>Hourly</u>	<u>N/A</u>
<b>C.</b>	<b>Scheduled, After Hours Support</b>	<u>\$80.00</u>	<u>Hourly</u>	<u>N/A</u>
<b>D.</b>	<b>Emergency, After Hours Support</b>	<u>\$200.00</u>	<u>Hourly</u>	<u>N/A</u>

**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. – NOT APPLICABLE**

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

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

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

**V. The total compensation for the Services shall not exceed \$68,000, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor’s billing rates for all personnel are attached as Exhibit C-1. – NOT APPLICABLE**

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)



EXHIBIT "D"  
SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Professional Services	<u>365</u>	<u>6/30/2015</u>

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

A. NOT APPLICABLE

III. Upon approval of the Town Council and Contractor, this contract may be renewed for a period of one (1) additional year, extending the term through June 30, 2016.

Attachment: 6 16 15 Southwest Networks Contract dated 7.1.14 (1095 : Southwest Networks Contract Amendment)

**FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES BETWEEN THE TOWN OF YUCCA VALLEY, A GENERAL LAW MUNICIPAL CORPORATION (TOWN), AND SOUTHWEST NETWORKS, INC, (CONTRACTOR) DATED JULY 1, 2015**

**RECITALS**

- 1. On July 1, 2014 TOWN and CONTRACTOR entered in an Agreement for the provision of Professional Information Technology Managed Services (the "Agreement").
- 2. The Agreement provides funding for Information Technology Managed Services in the not-to-exceed amount of \$68,000.
- 3. This Amendment exercises the option to renew for a period of one (1) additional year, extending the term through June 30, 2016, as stipulated in Exhibit "D" of the Agreement.

That certain Agreement for Professional Information Technology Managed Services between the TOWN and CONTRACTOR dated July 1, 2014 and attached hereto is amended in the following respects only:

1. **Exhibit "D" – Schedule of Performance** is hereby amended to read as follows:

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

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Professional Services	<u>365</u>	<u>6/30/2016</u>

2. Except as specifically amended herein, all of the terms and conditions of the original Agreement shall continue in full force and effect without revision.

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation

\_\_\_\_\_  
Curtis Yakimow, Town Manager

ATTEST:

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

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

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

**CONTRACTOR:**

Southwest Networks, Inc.

By: \_\_\_\_\_  
Name: Matt Disher  
Title: President

By: \_\_\_\_\_  
Name: Christopher R. Blosser  
Title: VP Operations

Address: 73-700 Dinah Shore Dr., Ste. 404  
Palm Desert, CA 92211

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.**

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Jerry McPheeters, Facilities Supervisor  
**Date:** June 8, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Authorization to Purchase Park Tables from Quick Crete Products Corp

#### **Recommendation:**

That the Town Council authorizes the purchase of twenty (20) park tables from Quick Crete Products Corporation in the amount of \$21,682, bid through the California Multiple Award Schedules, and that the Council finds that the California Multiple Award Schedule complies with the requirement for a formal bidding process established by the Town's purchasing ordinance.

#### **Prior Council Review**

There has been no prior review of this matter. The Town Council appropriated \$20,000 for table replacement in the 2014/2015 FY Budget.

#### **Executive Summary**

The Town's purchasing ordinance requires Town Council authorization for purchases in excess of \$10,000.00. The California Multiple Award Schedules were created based upon the formal bidding of other public agencies. The Town's purchasing ordinance allows the Town to purchase supplies through when formal bidding procedures have been followed.

#### **Order of Procedure**

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

#### **Discussion**

The Town's purchasing ordinance requires Town Council authorization for purchases in excess of \$10,000.00. Both the federal and state governments bid for supplies and services annually. These processes create the California Multiple Award Schedules that local government agencies may use in the purchase of supplies and materials.

This purchase of park tables will complete the replacement of the outdated picnic tables with the new equipment for all of the Town's parks. The following information identifies the

number and location for the park table replacement program.

**Machris Park**

Unit Type	Quantity
One Piece Rectangular Picnic Table	2
Round Food Court Table with 42" DIA	3

**Senior Center**

Unit Type	Quantity
One Piece Rectangular Picnic Table	1
Round Food Court Table with 42" DIA	2

**Yucca Valley High School Pool Shade Shelter**

Unit Type	Quantity
One Piece Rectangular Picnic Table	3

**Public Safety Office**

Unit Type	Quantity
One Piece Rectangular Picnic Table	1

**Brehm II**

Unit Type	Quantity
One Piece Rectangular Picnic Table	8

**Alternatives**

No alternative action is recommended by staff.

**Fiscal Impact**

The Town Council appropriated \$20,000 (800-00-00-8310-8048-814) for table replacement in the 2014/2015 FY Budget. The additional \$1,682 will be paid from the Capital Projects Contingency line item, 800-00-000-8310-8048-810.

**Attachments:**

- Quotes from Quick Crete Products Corp
- CMAS Information
- 2014-16 Capital Reserve Fund 800 Budget Page



Quote No. 0121214  
Quote Date 3/27/2015

**SOLD TO:** 01-YUCCA

TOWN OF YUCCA VALLEY  
58928 BUSINESS CENTER DRIVE  
ATTN: ADMIN SVC. AT TOWN HALL  
YUCCA VALLEY, CA 92284

**SHIP TO:** 0011

PICNIC TABLES FOOD COURT TABL  
3 DIFFERENT LOCATIONS  
ADDRESS \_\_\_\_\_  
YUCCA VALLEY, CA 92284

Confirm To: JERRY MCPHEEPERS  
Phone: (760) 369-6579 Ext:                      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

Ship To Contact: JERRY MCPHEEPERS  
Phone: (760) 401-0133 Ext:                      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

**Customer P.O.**                      **Terms of Quotation**                      **Salesperson**                      **Specifier**

NET 30 / NON-CANCELLABLE P.O.                      GOTZ ULRICH (IE)

Item / Item Description	Qty	UM	Unit Price	Amou
****GSA CONTRACT #GS-07F-5495P****				
QLBT96PT 96" L. X 72" W. ONE PIECE RECTANGLE PICNIC TABLE (MODIFIED). C1-NATURAL T7-ACID ETCH TRIPLE GLOSS SEALER.WITH (10) 2"W. X 3"L. X 3/4"DP. SKATEBOARD DETRRANTS BENCH SEATS.  (2) MACHRIS PARK IN SHADE SHELTER (1) FRON OF THE SENIOR CENTER (3) YVHS POOL UNDER THE SHADE SHELTER (1) FONT OF COP SHOP  GSA PRICING IS \$ 861.00 SKATEBOARD                      50.00 DELIVERY                              92.00	7.00	EACH	1,003.00	7,021.0
QR42FC ROUND FOOD COURT TABLE SET WITH 42" DIA. TABLE TOP WITHOU UMBRELLA HOLE (4) BENCHES. C1-NATURAL T7-ACID ETCH STANDARD GLOSS SEALER. INCLUDES HARDWARE & INSTRUCTIONS TO ASSEMBLE. (ASSEMBLY BY OTHERS)  ***DELIVERED ON PALLETS***  (3) MACHRIS PARK COMMUNITY BUILDING (PATIO SIDE OVER LOOKING BALL FIELD) (2) SENIOR CENTER PATIO  GSA PRICING 874.00 DELIVERY 132.00	5.00	EACH	1,006.00	5,030.0
Q16FCPLT 16"SQ GALVANIZED FOOD COURT TABLE PLATE	5.00	EACH	Included in the above price	
Q7FCBRACKET 7"L GALVANIZED FOOD COURT BENCH ANGLE BRACKET	40.00	EACH	Included in the above price	
Z1/241/2HEX 1/2" X 4 1/2" PLATED HEX HEAD BOLT	20.00	EACH	Included in the above price	
ZFC4BNCHBOLT FOOD COURT BOLT SET 4 BENCH	5.00	EACH	Included in the above price	

\*\*\*\*PLEASE NOTE\*\*\*

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

Attachment: Quotes from Quick Crete Products Corp (1098 : Park Tables)



# Price Quotation

5.a

Quote No. 0121214  
Quote Date 3/27/2015

**SOLD TO:** 01-YUCCA

TOWN OF YUCCA VALLEY  
58928 BUSINESS CENTER DRIVE  
ATTN: ADMIN SVC. AT TOWN HALL  
YUCCA VALLEY, CA 92284

**SHIP TO:** 0011

PICNIC TABLES FOOD COURT TABL  
3 DIFFERENT LOCATIONS  
ADDRESS \_\_\_\_\_  
YUCCA VALLEY, CA 92284

Confirm To: JERRY MCPHEEPERS  
Phone: (760) 369-6579 Ext:      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

Ship To Contact: JERRY MCPHEEPERS  
Phone: (760) 401-0133 Ext:      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

**Customer P.O.**      **Terms of Quotation**      **Salesperson**      **Specifier**  
NET 30 / NON-CANCELLABLE P.O.      GOTZ ULRICH (IE)

Item / Item Description	Qty	UM	Unit Price	Amou
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When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

Attachment: Quotes from Quick Crete Products Corp (1098 : Park Tables)

**This price quote expires on July 01, 2015**

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**  
P.O. Box 639, Norco, CA 92860

<b>Net Amount:</b>	12,051.00
<b>Sales Tax:</b>	964.09
<b>Total Amount (USD):</b>	<b>13,015.09</b>

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

Customer Initial \_\_\_\_\_



# Price Quotation

5.a

Quote No. 0121214  
Quote Date 3/27/2015

**SOLD TO:** 01-YUCCA

TOWN OF YUCCA VALLEY  
58928 BUSINESS CENTER DRIVE  
ATTN: ADMIN SVC. AT TOWN HALL  
YUCCA VALLEY, CA 92284

**SHIP TO:** 0011

PICNIC TABLES FOOD COURT TABL  
3 DIFFERENT LOCATIONS  
ADDRESS \_\_\_\_\_  
YUCCA VALLEY, CA 92284

Confirm To: JERRY MCPHEEPERS  
Phone: (760) 369-6579 Ext:                      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

Ship To Contact: JERRY MCPHEEPERS  
Phone: (760) 401-0133 Ext:                      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valley.org

**Customer P.O.**                      **Terms of Quotation**                      **Salesperson**                      **Specifier**

NET 30 / NON-CANCELLABLE P.O.                      GOTZ ULRICH (IE)

Item / Item Description	Qty	UM	Unit Price	Amou
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**TERMS & CONDITIONS**

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMA USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Elisabet (Liz) Bracamontes                      04/07/2015  
Quick Crete Products Corp.                      Date

\_\_\_\_\_  
Customer Authorization                      Date

\_\_\_\_\_  
Customer Initial

Packet Pg. 44

Attachment: Quotes from Quick Crete Products Corp (1098 : Park Tables)





# Price Quotation

5.a

Quote No. 0121213  
Quote Date 3/27/2015

**SOLD TO:** 01-YUCCA  
TOWN OF YUCCA VALLEY  
58928 BUSINESS CENTER DRIVE  
ATTN: ADMIN SVC. AT TOWN HALL  
YUCCA VALLEY, CA 92284

**SHIP TO:** 0010  
PICNIC TABLES  
ADDRESS \_\_\_\_\_  
YUCCA VALLEY, CA 92284

Confirm To: JERRY MCPHEEPERS  
Phone: (760) 369-6579 Ext:      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valey.org

Ship To Contact: JERRY MCPHEEPERS  
Phone: (760) 401-0133 Ext:      Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valey.org

**Customer P.O.**      **Terms of Quotation**      **Salesperson**      **Specifier**  
NET 30 / NON-CANCELLABLE P.O.      GOTZ ULRICH (IE)

Item / Item Description	Qty	UM	Unit Price	Amou
****GSA CONTRACT #GS-07F-5495P****				
QLBT96PT 96" L. X 72" W. ONE PIECE RECTANGLE PICNIC TABLE (MODIFIED). C1-NATURAL T7-ACID ETCH TRIPLE GLOSS SEALER. WITH (10) 2"W. X 3"L. X 3/4"DP. SKATEBOARD DETERRANS BENCH SEATS.	8.00	EACH	1,003.00	8,024.0

TO MATCH ORDER 117060  
GSA PRICING IS \$ 861.00  
SKATEBOARD      50.00  
DELIVERY      92.00

\*\*\*PLEASE NOTE\*\*\*  
"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.  
DELIVERY REQUESTED ON: \_\_\_\_\_  
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

Attachment: Quotes from Quick Crete Products Corp (1098 : Park Tables)

**This price quote expires on March 30, 2015**  
Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. **Please issue all purchase orders to Quick Crete Products Corp.**  
**P.O. Box 639, Norco, CA 92860**

<b>Net Amount:</b>	8,024.00
<b>Sales Tax:</b>	641.92
<b>Total Amount (USD):</b>	<b>8,665.9</b>

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges t the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

Customer Initial \_\_\_\_\_



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5.a

Quote No. 0121213  
Quote Date 3/27/2015

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YUCCA VALLEY, CA 92284

Confirm To: JERRY MCPHEEPERS  
Phone: (760) 369-6579 Ext: \_\_\_\_\_ Fax: (760) 228-0084  
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Phone: (760) 401-0133 Ext: \_\_\_\_\_ Fax: (760) 228-0084  
Email Address: jmcpheters@yucca-valey.org

**Customer P.O.** \_\_\_\_\_ **Terms of Quotation** \_\_\_\_\_ **Salesperson** \_\_\_\_\_ **Specifier** \_\_\_\_\_  
NET 30 / NON-CANCELLABLE P.O. GOTZ ULRICH (IE)

Item / Item Description	Qty	UM	Unit Price	Amou
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This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

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Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Elisabet (Liz) Bracamontes      04/07/2015  
\_\_\_\_\_  
Quick Crete Products Corp.      Date

\_\_\_\_\_  
Customer Authorization      Date

Attachment: Quotes from Quick Crete Products Corp (1098 : Park Tables)

\_\_\_\_\_  
Customer Initial

March 2010

# Local Government Agency Guide

(This packet supersedes all previous application guides)

Attachment: CMAS Information (1098 : Park Tables)



**California Multiple Award Schedules**

State of California

Department of General Services · Procurement Division

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formation (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 1 - OVERVIEW

<b>Legislation</b>	<p>Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.</p> <p>PCC Sections 10298 and 10299 authorizes local government agencies and school districts to use CMAS and other Department of General Services agreements without competitive bidding. However, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.</p>
<b>Definition of a Local Government Agency</b>	<p>A local government agency is any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.</p>
<b>Fees to Use CMAS</b>	<p>Effective 1/1/2010, local government agencies no longer pay the Department of General Services (DGS) an administrative fee to place an order against a CMAS contract. In lieu of this fee paid by the using local government agency, the selling CMAS contractor pays the DGS a 1% incentive fee.</p>
<b>Agency Responsibilities</b>	<p><b>Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.</b></p> <p>Successful CMAS transactions are totally the responsibility of the ordering agency. It is also the responsibility of each agency to consult as applicable with legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.</p>
<b>Method of Establishing CMAS Contracts</b>	<p>CMAS contracts are not established through a competitive bid process conducted by the State of California. Because of this, all pricing, products and/or services offered must have been previously bid and awarded on a Federal General Services Administration (GSA) schedule.</p> <p>To apply for a CMAS contract, a contractor offers to provide products and/or services at prices based on an existing Federal GSA multiple award schedule. This schedule is referred to as the "base" contract. The State of California adds standard contract terms and conditions and procurement codes, policies and guidelines, which result in a CMAS contract.</p> <p>For clarity, the CMAS Program does not "use" the GSA Authorized Federal Supply Service Schedule. Instead, we establish a totally independent California contract for the <i>same</i> products and services at equal or lower prices.</p>

*Continued on next page*

Information (1098 : Park Tables)

CMAS LOCAL GOVERNMENT AGENCY GUIDE

SECTION 1 - OVERVIEW, Continued

**What is Included?** CMAS contracts are established for information technology and non-information technology products and services that have been competitively assessed, negotiated, or bid primarily by the federal GSA, but not exclusively.

The contracts are structured to comply with California procurement codes, guidelines, and policies, and provide for the highest level of contractual protection.

**What is Excluded?** The following Non-IT services are examples of services not available on the CMAS program:

- Architectural, Engineering, and Environmental Services (GC 4525)
- Financial Audits (GC 8546.4(e))
- Legal Services (GC 11040)
- Public Works (PPC 1101)
- Facility Planning, Registered Nursing, & Security Guard Services (by CMAS Policy)

**Contractor's Option to Allow Use of Their CMAS** As specified in the CMAS contract, it is at the option of the Contractor whether or not to allow local government agencies to use their CMAS contract.

Contractors must report all local government agency transactions in their quarterly reports.

**How to Contact CMAS**  
Department of General Services  
Procurement Division – CMAS Unit  
707 Third Street, Second Floor, MS 2-202  
West Sacramento, California 95605  
Phone: (916) 375-4365  
Fax: (916) 375-4663  
E-mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)  
Website: [www.pd.dgs.ca.gov/cmas](http://www.pd.dgs.ca.gov/cmas)

Attachment: CMAS Information (1098 : Park Tables)



## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 2 – USE OF CMAS CONTRACTS

<b>CMAS is Optional</b>	The CMAS program is a procurement option. It is not mandatory that Local Government Agencies use CMAS.
<b>Search for a CMAS Contract</b>	<p>Agencies can use the CMAS website to search for contractors by company name, or by CMAS product/service description. Go to <a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a>, then select the link entitled "Find a CMAS Contract". Instructions for searching the CMAS website are available in Attachment A.</p> <p>Information about the CMAS Contracts is also available at the eProcurement website: <a href="http://www.eprocure.dgs.ca.gov">www.eprocure.dgs.ca.gov</a>.</p>
<b>Seeking Multiple Offers</b>	When using the CMAS contracting process, State agencies are required to seek offers from a minimum of 3 CMAS contractors, including one California Certified SB and/or DVBE (if available). Local government agencies are not bound by this requirement, and can set their own policy of how many contractors to solicit.
<b>Request for Offer</b>	<p>Do not refer to the CMAS transaction as a bid. This is not a competitive bid transaction so small business preferences, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable. Refer to the CMAS transaction as a "Request for Offer" (RFO).</p> <p>The agency must develop a RFO identifying their needs and requirements for the purchase. The RFO could be simple for a product, or more detailed and contain a Statement of Work (SOW) for a services project. For information regarding the preparation of a SOW and some SOW samples, go to the following website: <a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a> then select the "Local Governments" link.</p> <p>Additional sections of this guide may apply to the development of your RFO. See Sections 4 &amp; 8.</p> <p>The RFO can be mailed, faxed, or e-mailed to the selected CMAS contractors. In the case of a simple product purchase, the agency offer and contractor quote can be verbal.</p>
<b>Copy of a CMAS Contract</b>	CMAS contractors are required to provide a copy of their contract upon request from an agency. Your RFO should include a requirement that the contractor include a complete copy of their CMAS contract with their offer to substantiate that:

*Continued on next page*

CMAS LOCAL GOVERNMENT AGENCY GUIDE

SECTION 2 – USE OF CMAS CONTRACTS, Continued

**Copy of a CMAS Contract (continued)**

- The required products and/or services are included in the contract.
- The prices offered are equal to or lower than the prices stated in the CMAS contract. You may verify the current CMAS/GSA product & services prices at the GSA eLibrary: [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov). Search at this site using the base GSA contract number identified in the CMAS contract.

**Best Value Determination**

The award of all CMAS transactions is based on best value criteria. Best value constitutes whatever the agency determines to be most critical to ensure that its business needs and goals are effectively met and they obtain the most value. For more information, see Public Contract Code Section 12100.7(g) and Section 5 of this guide.

**Protests**

California code does not provide for formal protest of CMAS transactions. The individual ordering agency handles any informal complaints.

**Legal Counsel**

It is the responsibility of each using agency to consult, as applicable, with their legal staff and contracting offices for advice depending upon the scope or complexity of their purchase.

Information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 3 – PURCHASE ORDER PROCEDURES

<b>Purchase Order Limits</b>	CMAS contracts set maximum order limits for State agencies. Local government agencies are subject to their own procurement policies and procedures, and therefore can set their own purchase order limits.
<b>Purchase Order Form</b>	Local government agencies use their own purchase order forms.
<b>Purchase Order Amendments</b>	<p>When the agency determines that the purchase order is incorrect for any reason, they should first contact the Contractor and then issue an amendment to correct the purchase order as soon as possible (preferably before delivery of the products and/or services).</p> <p>Purchase order amendments cannot be issued after the base CMAS contract expires.</p> <p>For amendments, the agency uses the same agency order number as the original purchase order, with an amendment # _____.</p> <p>The contractor is required to immediately reject purchase orders that are not accurate.</p>
<b>Purchase Order Termination</b>	<p>The only provisions for early termination of a purchase order are in the CMAS Terms &amp; Conditions identified below:</p> <ul style="list-style-type: none"> <li>• Termination for Convenience (also see Stop Work)</li> <li>• Termination for Default</li> <li>• Termination for Funding</li> </ul> <p>Agencies may negotiate a termination provision into the purchase order before issuance. The Contractor is not legally obligated to accept increased risk.</p>
<b>Delivery of Products and Services</b>	<p>The order must be issued before the expiration date of the CMAS contract.</p> <p>However, delivery of the products or completion of the services may be after the expiration of the CMAS contract as specified in the purchase order.</p>
<b>Substantiate Contract is Valid</b>	<p>Prior to issuing an order, agencies should check the CMAS website (<a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a>, select Find a CMAS Contract) to substantiate the contract is still active.</p>

*Continued on next page*

ormation (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

**SECTION 3 – PURCHASE ORDER PROCEDURES, Continued****Multiple Contracts -  
One Purchase Order  
Form**

Agencies wishing to include multiple CMAS contracts on a single purchase order must adhere to the following guidelines:

- All CMAS contracts must be for the same contractor.
- The purchase order must go to one contractor location.
- For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc.

**Where to Send  
Purchase Order?**

The original purchase order is sent directly to the awarded contractor shown on the PO.

Local government agencies are required to send a copy of the purchase order to the DGS Procurement Division at the following address:

California Department of General Services  
Procurement Division – Data Management Unit, MS #2-203  
PO Box 989052  
West Sacramento, CA 95798-9052

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 4 – CONTRACT CONSIDERATIONS

#### CMAS Contract Numbers

The numbers in a CMAS contract number are significant as follows:

- Contract numbers begin with a 3 for information technology products and/or services.
- Contract numbers begin with a 4 for non-information technology products.
- Contract numbers begin with a 4 and include a 03 in the third field for non-information technology services (Example: 4-XX-03-XXXXA).

#### What Comprises a Complete CMAS Contract?

A complete CMAS contract consists of the following elements:

- Cover page with Department of General Services (DGS) logo and CMAS analyst's signature.
- CMAS Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204)
- California CMAS Terms and Conditions.
- Federal General Services Administration (GSA) contract or non-GSA multiple award contract terms and conditions.
- Federal General Services Administration (GSA) contract or non-GSA multiple award contract products, services, and prices.

#### Why Does Agency Need Copy of CMAS Contract?

A copy is needed to:

- Determine warranties, guarantees, maintenance provisions, product return policies, bond requirements, travel costs, etc.
- Determine if products and services are available on the contract
- Determine which products and/or services are specifically excluded
- Determine if prices quoted are at or below contract rates
- Determine if additional approvals, forms, filings, etc. are required
- Substantiate that the Contractor is certified as a small business
- Substantiate that the Contractor has a valid Seller's Permit
- Substantiate that the Contractor has a valid Contractor's License
- Obtain contractor's signed Payee Data Record (Std. 204)

#### Small/Disabled Veteran Business Certification and Status Verification

The CMAS List of Contractors identifies Small Business and Disabled Veteran Business Enterprises (SB/DVBE) that have been certified by the Office of Small Business and DVBE Services (OSDS).

The CMAS Unit substantiates that the Contractor is certified as a SB or DVBE when the contract is established, and we indicate in the contract their certification number and the date the certification expires.

Before issuing the purchase order, we recommend the agency verify the Contractor's SB/DVBE status by contacting OSDS at 916/375-4940 or on their website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus). A list of the CMAS SB/DVBE Partners is on the CMAS website as follows: [www.pd.dgs.ca.gov/cmas](http://www.pd.dgs.ca.gov/cmas) (Select "Find a CMAS Contract")

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 4 – CONTRACT CONSIDERATIONS, Continued

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**Liquidated Damages and Acceptance Testing/Criteria**

If the agency wants to include acceptance testing and liquidated damages for late delivery, the criteria must be added to the RFO and purchase order to be applicable.

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**Public Works - Bond Requirements**

Prior to the commencement of performance, the Contractor must obtain and provide to the ordering agency, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) is in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the Contractor by the ordering agency. See the General Terms and Conditions, CMAS Public Works Requirements.

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**Progress Payments**

A progress payment is a partial payment for a portion or segment of the work needed to complete a task. To determine whether a particular task is separate and distinct, you must decide if later tasks build on it. Agencies wishing to allow progress payments for services are required to adhere to the following guidelines.

a. Special Information Technology Products and/or Services

Any contract for information technology products and/or services (Public Contract Code 12112), to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred by the Contractor, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance. Interim risk assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine the applicability to their projects.

b. Special Goods

Any contract for goods (Public Contract Code 10314) to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred by the Contractor, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the Contractor.

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Attachment: CMAS Information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 4 – CONTRACT CONSIDERATIONS, Continued

**Progress Payments**  
(continued)

## c. Non-Information Technology Services

Any contract for non-information technology services (Public Contract Code 10346) may provide for progress payments to contractors for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

Recommended policy for state agencies:

- Discourage progress payments whenever possible.
- Do not allow progress payments on purchase orders for less than three months.
- If progress payments are to be made, they should be made not more frequently than monthly in arrears or at clearly identifiable stages of progress, based upon written progress reports submitted with the Contractor's invoices.
- Progress payments shall not be made in advance of services rendered.

**Travel**

If the CMAS contract provides for travel, agencies may pay travel and per diem expenses according to their respective statutory requirements.

All travel and per diem expenses must be within contract parameters, and incorporated into the agency purchase order.

It is important that the agency and contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS contract) must be included in the agency purchase order to be payable.

**Maintenance Sales Tax**

The Board of Equalization has ruled that in accordance with Regulation 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

**SECTION 4 – CONTRACT CONSIDERATIONS, Continued****Maintenance Sales Tax** (continued)

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Generally, the agency has two options:

1. For contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for accounting purposes.

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Attachment: CMAS Information (1098 : Park Tables)



## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 5 – BEST VALUE DETERMINATION

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**CMAS Assessment of Offers** When using the CMAS contracting process, agencies use best value criteria to assess the offers and select the awarded contractor.

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**What is Best Value?** Best value is whatever the agency identifies as critical and important to the success of the project. (See Public Contract Code 12100.7g)

Here are some samples of possible best value criteria:

- The price of the product or service
  - The operational cost that the agency would incur
  - Quality of the product or service, or its technical competency
  - Reliability of delivery and implementation schedules
  - Warranties, guarantees and return policy
  - Supplier financial stability
  - Quality and effectiveness of business solution and approach
  - Industry and program experience
  - Prior record of supplier performance
  - Supplier expertise with engagements of similar scope and complexity
  - Proven development and methodologies and tools
  - Innovative use of current technologies and quality results
- 

**Determining Best Value** To determine best value, the following minimum steps are required. Agencies must:

- Define their requirements (RFO/Statement of Work)
  - Obtain a copy of the contract from the Contractor
  - Review the contract in context with agency requirements and contractor offer
  - Compare contracts and offers with those from other contractors
- 

**Review Resumes** Before selecting a contractor for a services project, the agency must review the resumes of all contractor personnel to ensure that the expertise, education, and experience offered correlates with that specified in the CMAS contract and the requirements of the RFO.

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**Document Files** Follow Local Agency requirements for documentation of complete procurement file.

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 6 – PAYMENTS AND INVOICES

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**Fees to Use CMAS** Effective 1/1/2010, local government agencies no longer pay the Department of General Services (DGS) an administrative fee to place an order against a CMAS contract. In lieu of this fee paid by the using local government agency, the selling CMAS contractor pays the DGS a 1% incentive fee. The 1% incentive fee is waived for CMAS Contractors who are California certified small businesses.

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**CAL-Card (Credit Card)** CAL-Card is a payment mechanism some State and local government agencies use for the purchase of goods and services. The CMAS contract will stipulate whether or not the Contractor accepts the CAL-Card.

A purchase order document is required even when the ordering department chooses to pay the contractor via the CAL-Card. When applicable, the purchase order should indicate if payment was made via CAL-Card. The contractor pays DGS the 1% incentive fee for all CMAS orders from local government agencies, even if payment is made via CAL-Card.

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**Advance Payments** It is NOT acceptable to pay for services in advance except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order. Warranty upgrades and extensions may also be paid for in advance, one time.

Advance payment for services is allowed by Government Code 11019 only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency.

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**Contractor Name/ Ownership Change** Many contractors are changing name and ownership status. The company name on the CMAS contract, purchase order and invoice must match or the agency's controller's office may not approve payment. Do not approve invoices if the company name varies between these documents. Contractors must contact the CMAS Unit to initiate a legal name change for their CMAS contract.

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**Required Payment Date** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**Disputed invoices should be rejected and returned immediately to the Contractor for correction.**

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information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 7 – USEFUL WEBSITES

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<b>Board of Equalization</b>	<a href="http://www.boe.ca.gov">www.boe.ca.gov</a> , then select "Verify a Permit or License"
<b>California Codes and Laws</b>	<a href="http://www.leginfo.ca.gov">www.leginfo.ca.gov</a> , then select "California Law"
<b>CMAS</b>	<a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a>
<b>CMAS Small Business Partners</b>	<a href="http://www.pd.dgs.ca.gov/cmas">www.pd.dgs.ca.gov/cmas</a> , then select "Find a CMAS Contract", then "Small Business Contractors"
<b>Contractor License Status</b>	<a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a> , then select "Instant License Check"
<b>Dept. of Finance</b>	<a href="http://www.dof.ca.gov">www.dof.ca.gov</a>
<b>Federal General Services Administration (GSA)</b>	General Information: <a href="http://www.gsa.gov">www.gsa.gov</a> Search: <a href="http://www.gsaelibrary.gsa.gov">www.gsaelibrary.gsa.gov</a>
<b>Governor's Executive Orders</b>	<a href="http://gov.ca.gov/news-room">http://gov.ca.gov/news-room</a> , then select "Executive Orders"
<b>Office of Small Business and DVBE Services</b>	<a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a>
<b>Procurement Division Phone Directory</b>	<a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a> , then select "Contact Us"
<b>State Admin. Manual (SAM)</b>	<a href="http://sam.dgs.ca.gov/default.htm">http://sam.dgs.ca.gov/default.htm</a>
<b>State Contracting Manuals (SCM)</b>	<a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a> , then select the "Policies/Training" tab

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CMAS LOCAL GOVERNMENT AGENCY GUIDE

SECTION 8 – RENTAL, FINANCE AND LEASE POLICIES

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**State of California's Financial Marketplace** All CMAS purchase orders may qualify for financing and leasing via the State of California's financial marketplace, managed by the Department of General Service's Procurement Division. Both programs can be found through the Procurement Division's Home Page: [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) (select the Programs/Services tab, then State Financial Marketplace).

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**Federal Lease to Own Purchase (LTOP)** Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term are acceptable (\$1 residual value at the end of the term).

This alternative financing arrangement may be faster, but a more expensive alternative to GS \$Mart™ or Lease \$Mart™.

The following requirements apply to the use of any Lease to Own Purchase (LTOP) Plans.

Cancellation of a lease for lack of funds should only be done when the organization is no longer funded. Court decisions have held that Terminations for Convenience should only be employed when the agency no longer has a requirement for the equipment. Example: An employee has retired and the position will not be filled so now there is a piece of equipment that is not needed. In other words, a desire for something different, newer, or better is not a justification for the premature cancellation of a lease.

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**Federal Lease Provisions** Except for LTOPS, federal GSA lease provisions are NOT acceptable and cannot be sold through CMAS because the rates and contract terms are unacceptable.

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information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 9 - SERVICES

<b>Definition of Personal, Consulting, and Technical Services</b>	<p><b>Personal Services</b> – Services that have someone doing something, e.g., photography, cleaning services, graphic design.</p> <p><b>Consulting Services</b> – Services of an advisory nature that provide a recommended course of action or personal expertise (product of the mind).</p> <p><b>Technical Services</b> – Services providing maintenance, repair, or installation on either IT or Non-IT equipment.</p>
<b>Public Works Services</b> (revised 3/3/11)	Physical layer cable installation and carpet installation (any change to a public structure) are considered public works. Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products. See Section 11 for Public Works Projects.
<b>Service and Delivery after Contract Expires</b>	The purchase order must be issued before the CMAS contract end term. However, delivery of the products or completion of the services may be provided after the contract end term, as specified in the purchase order.
<b>Review Resumes</b>	<p>To ensure sufficient expertise, prior to issuing a purchase order for services, the agency is required to review the resumes of all personnel the Contractor intends to use to fulfill the transaction.</p> <p>Agencies should verify that the Contractor personnel meet education and/or experience requirements listed in the CMAS contract, and meet the requirements of their RFO. Agencies should also check the resumes of any proposed substitutions to the Contractor's personnel to ensure they meet the same requirements.</p>
<b>Progress Payments</b>	Agencies wishing to allow progress payments for services must adhere to the guidelines in Section 4, Progress Payments.
<b>Follow-on Contracts Prohibited</b>	<p>No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of a prior purchase order (State Administrative Manual, Section 5202 and PCC 10365.5).</p> <p>Example: Any consultant that contracts with an agency to develop a feasibility study or provide formal recommendations for the acquisition of products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.</p>

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CMAS LOCAL GOVERNMENT AGENCY GUIDE

(revised 3/3/11), Continued

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**Network Design Services**

All network design services must result in a hardware or software solution. Also, all network design services performed by the Contractor that include infrastructure components must be performed by a BICSI certified Registered Communications Distribution Designer (RCDD) employed either by the Contractor or subcontractor. Evidence of RCDD certification may be required by the ordering agency.

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Attachment: CMAS Information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 10 – NOT SPECIFICALLY PRICED (NSP)

<b>Open Market, Incidental, and Non-Contract Items</b>	<p>The only time open market/incidental, non-contract items, may be included in a CMAS purchase order is when they fall under the parameters of the Not Specifically Priced (NSP) provision.</p> <p>If the NSP provision is not included in the CMAS contract, or the products and/or services required do not qualify under the following parameters, the products and/or services must be procured separate from CMAS.</p>
<b>Subordinate and Peripheral</b>	<p>The NSP provision enables the agency to include in the purchase order non-contract products and services that are subordinate and peripheral to the other purchase order items, as follows:</p> <ul style="list-style-type: none"> <li>• A purchase order containing NSP items may be issued only if it results in the best value alternative to meet agency needs.</li> <li>• Any product or service already specifically priced and identified in the contract may not be identified as a NSP item in a purchase order.</li> <li>• All NSP items included in a purchase order issued against a CMAS contract are subject to all the terms and conditions set forth in the contract.</li> </ul>
<b>Items Specifically Excluded</b> (revised 3/3/11)	<p>The following NSP items ARE SPECIFICALLY EXCLUDED from any purchase order issued under the contract:</p> <ol style="list-style-type: none"> <li>1. Items that are not intended for use in direct support of the CMAS priced items identified in the same purchase order. A NSP item must be subordinate to the specifically priced item that the NSP item is supporting.</li> <li>2. Supply type items, except for the minimum amount necessary to provide initial support to the priced CMAS items included in the same purchase order.</li> <li>3. Items that do not meet the Productive Use Requirements for information technology products.</li> <li>4. Any other items or class of items that are specifically excluded from the scope of the CMAS contract.</li> <li>5. Public Works components that are NOT incidental to the total purchase order amount. See Section 11, Public Works Projects.</li> <li>6. Products or services the Contractor is NOT factory authorized or otherwise certified or trained to provide.</li> <li>7. Follow-on consultant services that were previously recommended or suggested by the same contractor.</li> </ol>
<b>NSP Dollar Limit</b>	<p><b>Purchase orders \$250,000 or less:</b> Total dollar value of all NSP items shall not exceed \$5,000.</p> <p><b>Purchase orders exceeding \$250,000:</b> Total dollar value of all NSP items shall not exceed 5% of the total cost of the purchase order, or \$25,000, whichever is less.</p>

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

**SECTION 10 – NOT SPECIFICALLY PRICED (NSP),** Continued

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<b>NSP Not Available</b>	<p>All contracts do not include the NSP provision. The NSP provision is included at the option of the Contractor and the CMAS Unit.</p> <p>The NSP provision will not be included in contracts for services only, furniture, or software only.</p> <p>Agency purchase orders for NSP items only are prohibited.</p>
<b>Manufacturer Authorization Required</b>	<p>Agencies must substantiate (through manufacturer authorizations) that the Contractor is an authorized provider of the products and product related services (maintenance, repair, etc.) that are offered under the NSP provision.</p>
<b>Clearly Identify NSP</b>	<p>The NSP items must be separately listed and clearly identified on the purchase order.</p>

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## SECTION 11 – PUBLIC WORKS PROJECTS

<b>Definition of a Public Works Project</b>	A public works contract is defined as a contract for "the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind" in accordance with the Public Contract Code Section 1101.
<b>Installation of Physical Layer Cable and Carpet</b> (revised 3/3/11)	Installation of physical layer cable and carpet is considered public works. Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.
<b>Applicable Laws and Codes</b>	Agencies are to ensure that the applicable laws and codes pertaining to contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by prime contractors as well as sub-contractors during the performance under the agency's CMAS purchase order.
<b>Agency Responsibility</b>	<p>In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works.</p> <p>Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the purchase order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at (415) 703-4774 or <a href="http://www.dir.ca.gov">www.dir.ca.gov</a> (select Statistics and Research).</p>
<b>Verify Status of Contractor's License</b>	The CMAS Unit substantiates that the Contractor holds the appropriate license when the contract is established. However, the agency must verify that the Contractor's license is still active and in good standing prior to placing the order by calling the State Contractor's License Board at 1-800-321-2752 or checking their website at <a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a> .
<b>Prime and Subcontractors Both Must Be Licensed</b>	When contractor's licenses are required, the prime <u>and</u> subcontractor (if applicable) must both hold a valid license for the work being performed.

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CMAS LOCAL GOVERNMENT AGENCY GUIDE

**SECTION 11 – PUBLIC WORKS PROJECTS, Continued**

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**Bond Requirements** Public Works: Prior to the commencement of performance, the Contractor must obtain and provide to the agency, a payment bond, on State Std. Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000.

Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the Contractor.

See the CMAS Contract General Terms and Conditions, CMAS Public Works Requirements.

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## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### SECTION 12 – SUPPLIER COMPLIANCE

<b>Compliance Focus</b>	<p>The following guidelines pertain to state agencies only and are provided for information only.</p> <p>The Procurement Division, Purchasing Authority Management Section (PAMS), conducts periodic compliance reviews of supplier's orders. These reviews are conducted at DGS headquarters. Local agencies may receive phone calls from PAMS regarding orders placed against CMAS contracts.</p>
<b>What is Reviewed?</b>	<p>Supplier must have evidence of the following available for review:</p> <ul style="list-style-type: none"> <li>• Did the Contractor have a current CMAS contract?</li> <li>• Did the supplier provide the agency with a copy of the contract and the individual price pages for the items purchased?</li> <li>• Was pricing bundled?</li> <li>• Are the prices, position titles, skill levels and hourly rates delineated and do they correlate with those specified in the CMAS contract?</li> <li>• Does the purchase order reflect the correct contract number?</li> </ul>
<b>Contractor Compliance Reviews</b>	<p>The DGS conducts supplier compliance reviews. The agency is not involved in these reviews.</p> <p>Be aware that contractors are required to return to the agency any purchase order that is non-compliant with the provisions of the contract at which point an amendment would be required to correct the information, or a new purchase order drafted.</p> <p>The types of compliance issues reviewed are: Overcharging? Are the products and services on the contract and delineated by product/model, hourly rate, position title, or skill level as specified in the contract? Are prices bundled? Is the appropriate CMAS contract being used and in good standing? Have all contractor Quarterly Reports been submitted?</p>

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## ATTACHMENT A – CMAS WEBSITE SEARCH INSTRUCTIONS

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**Website** Go to [www.pd.dgs.ca.gov/cmas](http://www.pd.dgs.ca.gov/cmas) and select "Find a CMAS Contract", then search by Product/Service Description or Contractor Name.

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**Limited Descriptors** The CMAS database limits contract descriptors to a maximum of 12 per contract. More products and services may be available on the contract.

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**Basic Search** **Search by Product/Service Description**

- Click on CMAS Product/Service
- Click on View Products/Services (scroll list and click on what you need and then scroll back to the top and click on "[here](#)" to populate the search field.)
- Click on box for Small Business (S/B) and/or Disabled Veteran Business Enterprise (DVBE) if applicable.
- Click on Search button
- Contracts (if any found) will be displayed in a new window (click on contract number for details).

**Search by Contractor Name**

- Click on Contractor Name
  - Enter partial or full name of contractor
  - Click on box for Small Business (S/B) and/or Disabled Veteran Business Enterprise (DVBE) if applicable.
  - Contracts (if any found) will be displayed in a new window (click on contract number for details).
- 

**Advanced Search** Click on **Advanced Search** (towards top of screen).

Under **Select Search Scope**, click on following search options:

- **Any** (default) – Displays pages that contain the words (in any order) in the search box. For personal computers, all pages that contain either personal or computer will be displayed.
  - **All** – Displays pages that contain the words in the search box. For personal computers, all pages that contain both personal and computers will be displayed.
  - **Exact Phrase** – Displays pages that contain the exact words (in the exact order) as in the search box.
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information (1098 : Park Tables)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

### ATTACHMENT A – CMAS WEBSITE SEARCH INSTRUCTIONS, Continued

#### Advanced Search (continued)

The following options are available. Once the option has been selected, click the "SEARCH" button to execute search.

- For **CMAS Product/Service Search**, click here and enter product/service description (complete phrases, multiple terms, or partial word like micro is acceptable). For the most accurate results, type in the product/service description as it appears in **View Codes**. Click on **View Codes** for a list of descriptions.
- For **CMAS Contractor Name**, click here and enter complete or partial names.
- For a list of **only Small Business (SB)** and/or **Disabled Veteran Business Enterprises (DVBE)**, click the appropriate box.
- For **CMAS Contract Number Search**, click here and enter the CMAS contract number (X-XX-XX-XXXXA).
- For **Contractor Location Search** by city, click here.
- For **Contract Category Search**, click here and using the drop down menu search by contract category. Categories are general descriptions like Telecommunication Equipment or Non-Information Technology services.

Contracts (if any found) will be displayed in a new window (click on contract number for details)

#### Search within Results

Use the initial search results and click on **Search Within Results** at the top of the screen. Enter any part or all of the **CMAS Product/Service Codes** to further refine your search.

Once the option has been selected, click the "SEARCH" button to execute search.

Contracts (if any found) will be displayed in a new window (click on contract number for details)

## CMAS LOCAL GOVERNMENT AGENCY GUIDE

## ATTACHMENT B – AMERICANS WITH DISABILITIES ACT (ADA) NOTICE

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### ADA Policy

The following outlines the Department of General Services, Procurement Division, Americans with Disabilities Act (ADA) policy for nondiscrimination on the basis of disability:

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

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### Phone Numbers for Help

For persons with a disability needing a reasonable accommodation to participate in the procurement process, or for persons having questions regarding reasonable accommodation for the procurement process, please contact the Procurement Division at (916) 375-4400 or the TTY/TDD and the California Relay Service at:

Voice: (800) 735-2922  
TTY/TDD: (800) 735-2929

You may also directly contact the Procurement Division contact person responsible for the procurement document.

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### Advance Notice

**IMPORTANT:** To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due date for the procurement document.

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information (1098 : Park Tables)

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

Amended CM 10/7/14, 2/17, & 6/2/15

	2014-15		2015-16	
	Adopted Budget	Amended Budget	Adopted Budget	Amended Budget
<b>800 - Capital Projects Reserve</b>				
<b>RECEIPTS</b>				
Successor Agency- Bond Proceeds- 4702	\$ -	\$ 410,000	\$ -	\$ 65,000
<b>TOTAL RECEIPTS</b>	<b>-</b>	<b>410,000</b>	<b>-</b>	<b>65,000</b>
<b>EXPENDITURES</b>				
Indirect Cost	-	-	-	-
Specialized Professional Services	-	-	-	165,000
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>165,000</b>
<b>CAPITAL OUTLAY</b>				
Construction Projects	100,000	460,000	-	75,000
Capital Replacement	104,000	64,000	134,000	165,000
Capital Maintenance	224,897	64,960	150,000	694,000
<b>TOTAL CAPITAL OUTLAY</b>	<b>428,897</b>	<b>588,960</b>	<b>284,000</b>	<b>934,000</b>
<b>OPERATING TRANSFERS IN (OUT)</b>				
Transfer OUT - Fund 001      001.40.45-Animal Shelter	-	-	-	-
Transfer IN - Fund 001	120,000	15,000	150,000	125,000
Transfer OUT- Fund 527	-	(91,400)	-	-
Transfer IN - Fund 540	-	-	-	-
Transfer IN (OUT) - Fund 350	(19,329)	(19,329)	-	-
Transfer IN - Fund 001                      FY13-14	-	500,000	-	-
<b>TOTAL OPERATING TRANSFERS IN(OUT)</b>	<b>100,671</b>	<b>404,271</b>	<b>150,000</b>	<b>125,000</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>				
	<b>(328,226)</b>	<b>225,311</b>	<b>(134,000)</b>	<b>(909,000)</b>
Unassigned Cap Reserve Fund	549,253	549,253	309,564	309,564
Town Wide Infrastructure Reserve 13-14	170,000	170,000	170,000	170,000
Town Wide Infrastructure Reserve 13-14 excess	-	-	400,000	400,000
Town Wide Infrastructure Reserve 14-15	-	-	15,000	15,000
Town Wide Infrastructure Reserve 15-16	-	-	-	-
Specialized Professional Services Reserve	-	-	100,000	100,000
Animal Shelter Reserve	100,000	100,000	50,000	50,000
<b>BEGINNING FUND BALANCE</b>	<b>819,253</b>	<b>819,253</b>	<b>1,044,564</b>	<b>1,044,564</b>
Unassigned Cap Reserve Fund	271,027	309,564	690,564	(34,436)
Town Wide Infrastructure Reserve 13-14	170,000	170,000	170,000	170,000
Town Wide Infrastructure Reserve 13-14 excess	-	400,000	-	-
Town Wide Infrastructure Reserve 14-15	-	15,000	-	-
Town Wide Infrastructure Reserve 15-16	-	-	-	-
Specialized Professional Services Reserve	-	100,000	-	-
Animal Shelter Reserve	50,000	50,000	50,000	-
<b>ENDING FUND BALANCE</b>	<b>\$ 491,027</b>	<b>\$ 1,044,564</b>	<b>\$ 910,564</b>	<b>\$ 135,564</b>

Attachment: 2014-16 Capital Reserve Fund 800 Budget Page (1098 : Park Tables)

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

Amended CM 10/7/14, 2/17, & 6/2/15

		2014-15		2015-16	
		Adopted Budget	Amended Budget	Adopted Budget	Amended Budget
<b>800 - Capital Projects Reserve</b>					
<b>Project Detail</b>	<b>Account</b>				
<b>Construction Projects</b>					
Brehm 2 Sports Park	800 00-00 8310 3089-000	-	410,000	-	-
Brehm 2 Start up	800 00-00 8310 3089-001		50,000		
Old Kennel Demolition	800 00-00 8310 8045-000	50,000	-	-	50,000
Kennel Project-DIF Portion	800 00-00 8310 8045-350	-	-	-	-
Paradise Park Improvements	800 00-00 8310 8048 809	-	-	-	25,000
Jacobs Park Improvements	800 00-00 8310 8948 000	50,000	-	-	-
		<b>100,000</b>	<b>460,000</b>	<b>-</b>	<b>75,000</b>
<b>Capital Replacement Program</b>					
Cap Projects- Contingency	800 00-00 8310 8048 810	50,000	30,000	50,000	50,000
Town Hall Equipment Upgrade	800 00-00 8310 8048 102		20,000		
Scorpio Radio Upgrades	800 00-00 8310 8017 000	25,000	-	-	25,000
New telephone system	800 00-00 8310 8018 000	5,000	-	30,000	35,000
Financial Software	800 00-00 8310 8019 000	-	-	5,000	5,000
New website	800 00-00 8310 8020 000	5,000	-	20,000	25,000
PEG Operations	800 00-00 8310 8029 000	5,000	-	20,000	25,000
Agenda Management System	800 00-00 8310 8030 000	14,000	14,000	9,000	-
		<b>104,000</b>	<b>64,000</b>	<b>134,000</b>	<b>165,000</b>
<b>Capital Maintenance Program</b>					
<b>Facilities Maintenance</b>					
Town Hall Carpeting		25,000	25,000	-	-
		<b>25,000</b>	<b>25,000</b>	<b>-</b>	<b>-</b>
<b>Parks Maintenance</b>					
Community Ctr Ball Fields	800 00-00 8310 8048 819	13,897	19,960	-	-
Com Ctr in field clay		12,000	-	-	-
Com Ctr- Basketball resurface		10,000	-	-	-
Machris- infield clay		12,000	-	-	10,000
Jacobs Ten Ct Resurface		12,000	-	-	12,000
Park Picnic Tables	800 00-00 8310 8048 814	20,000	20,000	-	12,000
		<b>79,897</b>	<b>39,960</b>	<b>-</b>	<b>34,000</b>
<b>Public Works</b>					
Town-wide Infrastructure 13-14	800 00-00 8310 8048 815	120,000	-	-	120,000
Town-wide Infrastructure 13-14			-	-	400,000
Town-wide Infrastructure 14-15			-	-	15,000
Town-wide Infrastructure 15-16			-	150,000	125,000
Church/Joshua/Onaga	800 55-59 8310 8348	-	-	-	-
Street Proj Contingency	800 55-59 8310 9999	-	-	-	-
		<b>120,000</b>	<b>-</b>	<b>150,000</b>	<b>660,000</b>
<b>Capital Maintenance subtotal</b>		<b>224,897</b>	<b>64,960</b>	<b>150,000</b>	<b>694,000</b>

Attachment: 2014-16 Capital Reserve Fund 800 Budget Page (1098 : Park Tables)



**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Jessica Rice, Management Analyst

**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Legislative Priorities

**Recommendation:**

That the Town Council consider the Ad Hoc Committee's recommendation to adopt the Town of Yucca Valley 2015 Legislative Priorities and 2015 Funding Priorities.

**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:** Every year there are dozens of bills introduced into the State Legislature and U.S. Congress that directly and indirectly impacts the Town of Yucca Valley. Often, the Town needs to take a position on a particular piece of legislation that will have an impact on the Town. Staff carefully monitors pending State and Federal legislation, and once a position is adopted, Staff works closely with Council to advocate on behalf of the Town to members of the State Legislature, Governor, and/or members of Congress.

Per Council direction, an ad hoc committee was formed to create a document that would guide positions on clearly stated legislative issues. The ad hoc committee met and prepared the Town of Yucca Valley 2015 Legislative Priorities and the 2015 Funding Priorities recommended policy for full Council consideration.

The 2015 Legislative Priorities direct the Town of Yucca Valley's legislative activity through the incorporation of key strategic actions that include the communication of legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations and the pursuit of Federal, State, and County funding through earmarks, grants, and discretionary funding for Town projects, services, and programs.

The 2015 Legislative Priorities serves as both an outline and reference guide for legislative positions and objectives that shape the actions of both Town Council and Staff. It is the foundation of a

focused advocacy strategy with the primary objective of adopting official Town positions on clearly stated legislative issues at the start of the legislative session and throughout the year. The framework provided by this manual also allows the Council to respond to issues that arise and to be proactive in seeking support without the delay of reviewing each matter at Town Council meetings. It encourages collaboration with the League of California Cities and other local cities and organizations in supporting the Town's legislative interests.

The Legislative Priorities is formulated and will be maintained using the goals and objectives of the Town Council, a review of legislative priorities from the League of California Cities, research of current law and pending legislation, as well as input from the Town Council, Staff and other legislative advocates.

The 2015 Funding Priorities is a separate document that provides a brief description and estimated funding gap for projects specific to the Town of Yucca Valley under the topics of: Local Transportation Needs, Regional Waste Water, Regional Flood Control, Regional Transportation Needs and Recreational Assets. These broad topics can be narrowed down to assist in implementation planning and scheduling.

**Alternatives:** Direct the Ad Hoc Committee to revise the 2015 Legislative Priorities and/or 2015 Funding Priorities documents.

**Fiscal impact:** None at this time.

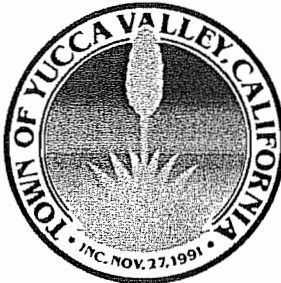
**Attachments:** 2015 Town of Yucca Valley Legislative Priorities  
2015 Town of Yucca Valley Funding Priorities

**Attachments:**

6 16 15 2015 Legislative Priorities

6 16 15 2015 Funding Priorities

# TOWN OF YUCCA VALLEY



# 2015 LEGISLATIVE PRIORITIES

Attachment: 6 16 15 2015 Legislative Priorities (1105 : Legislative Priorities)

# Town of Yucca Valley

## *2015 Legislative Priorities*

### LEGISLATIVE PRIORITIES PURPOSE STATEMENT

The 2015 Legislative Priorities provides a framework for the Town of Yucca Valley's Legislative Program. The Town's Legislative Priorities serves as a reference guide for legislative positions and objectives that provide direction for the Town Council and staff throughout the year. The Legislative Priorities is the foundation of a focused advocacy strategy.

### LEGISLATIVE PROGRAM

The primary objective of the Legislative Priorities is for the Town Council to adopt official Town positions on clearly stated legislative issues at the start of the legislative session. By doing this, the legislative approval process is streamlined by receiving clear direction at the beginning of the legislative session from the Town Council on legislative issues:

The Legislative Priorities are developed and maintained using the goals and objectives of the Town Council, a review of legislative priorities from the League of California Cities Desert Mountain Division, input from Town Council and Staff, research of current law and pending legislation, as well as discussions with local legislative staff and the Town's legislative advocates.

Federal, state and county legislative proposals and policies consistent with the Legislative Priorities may be supported by the Town. Policies or proposals that are inconsistent with this agenda may be opposed by the Town.

For proposed legislation consistent with the Town's Legislative Priorities, Town Staff is authorized to prepare position letters for the Mayor's signature. Items not addressed in the Town's Legislative Priorities may require further Council direction. Legislative Priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the Town will not address matters that are not pertinent to the Town's local government services.

### PROGRAM GOALS AND STRATEGIES/ACTIONS

The Legislative Program Goals and Strategies/Actions are outlined below.

#### ***Legislative Program Goals:***

- Advocate the Town's legislative interests at the Federal, State and County levels.
- Inform and provide information to our Legislators, Town Council, and Staff on the legislative process and key issues and legislation that could have potential impact on the Town.

- Serve as an active participant with other local governments, the League of California Cities, regional agencies such as SANBAG, SCAG, MDAQMD, and local professional organizations on legislative/regulatory issues that are important to the Town and our Region.
- Seek grant and funding assistance for Town projects, services, and programs to enhance services for our community.

***Legislative Strategies/Actions:***

- I. Communicate legislative positions on proposed Federal, State, and County legislation, measures, initiatives and governmental regulations.
  - A. Work with Town departments, the League of California Cities, and our legislative advocates to develop positions on proposed Federal and State legislative measures.
    - i. Actively participate in the League of California Cities' Mountain Desert Division activities.
    - ii. Participate in League of California Cities Activities, including active involvement in League Policy Committees and other organization briefings and activities in order to stay updated on trends, upcoming initiatives, and pending legislation.
    - iii. Support the League of California Cities Multi-Year Strategic Initiatives and Advocacy Strategies.
    - iv. Interact with other cities on issues of mutual concern or impact.
    - v. Interact with regional groups that are involved with legislative programs (e.g., Chamber of Commerce, SANBAG, CalTrans, SCAG, MDAQMD, etc.)
    - vi. Review requests from other governmental and regional organizations to consider supporting their legislative positions.
    - vii. Consider letters submitted from professional associations requesting support or opposition on legislative issues that are submitted through Town departments.
  - B. Staff will review the positions and analysis done by the League of California Cities, our legislative advocates' feedback, and other local government/professional associations in formulating our positions.
  - C. The Town will take positions only on proposals that clearly impact our Town.
  - D. Actively track key bills through the legislative process, utilizing the Town's advocacy services, various Legislative web sites, and government/professional associations.
  - E. Communicate the Town's position to our Federal, State, and County Legislators, bill authors(s), committees, and Legislature, through correspondence, testimony, and in-person meetings.
  - F. Work cooperatively with other Cities, associations, and the League of California Cities on advocating our legislative positions.
  - G. As necessary, participate in the drafting and amending of proposed Federal and State measures that have the potential to significantly impact the Town.

- H. Meet with Legislators and their representatives, as well as other Federal, State, and County government officials to discuss local government issues, proposed legislation, requests for funding assistance, and Town programs and services.
- II. Share information with the Town Council, Town staff, and the community on legislative issues.
    - A. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
    - B. Provide updates on legislative issues to the Town Council and departments throughout the year.
    - C. Educate and involve the community in the Town's advocacy efforts on legislative issues and State/Federal funding requests.
  - III. Seek Federal, State, and County funding through earmarks, grants, and other discretionary funding for Town projects, services, and programs.
    - A. Annually identify Town projects for potential submittal for Federal earmark consideration. Develop a submittal packet for Legislators that provides information and need for the projects.
    - B. Provide information to Town departments on potential grant funding opportunities and recognition programs.
    - C. Advocate and request letters of support for Town projects and grant applications or other resources that are being considered for Federal, State, and County funding.

## 2015 Legislative Priorities

### COUNTY/REGIONAL

- Ensure local Town input on all regional land use and planning issues.
- Support joint efforts to develop mutual development standards for unincorporated areas that are binding upon the County and the Town.
- Support efforts to increase the amount of transportation funds allocated to local jurisdictions for discretionary projects.
- Pursue funding for projects that improve the quality of life in Yucca Valley.
- Support regional economic development policies that provide for planned economic growth in the Town and neighboring communities.
- Pursue funds from economic development programs administered by the County of San Bernardino on behalf of federal and state agencies.
- Oppose unfunded mandates to the Town for any new or continuing program/service.
- Support local control over the administration of local programs.
- Ensure that the County's responsibilities for mandated programs are not passed on to the Town in the form of undue burdens/financial mandates.
- Support efforts to promote clean air programs in cooperation with the Mojave Desert Air Quality Management District (MDAQMD).

## STATE

### *ADMINISTRATIVE AND EMPLOYMENT RELATED*

- Support responsible implementation by CalPERS of recent pension reforms adopted by the Legislature.
- Oppose legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.
- Support efforts to enact workers' compensation reforms that lower employers' costs while still protecting workers.
- Oppose legislation or regulations that would unreasonably increase employer medical costs for workers' compensation.
- Support cities' ability to determine for themselves how their municipal elections are conducted and whether Council seats are held at-large or are district-based.
- Support reasonable limitations on tort liability, including tort immunities for public entities for unauthorized use of public property.
- Oppose legislative efforts to impose binding arbitration that would remove local government authority on matters of local interest. Specifically, support all legislative and legal efforts to overturn any legislation that implements binding arbitration on local governments.
- Oppose legislation that limits local authority to contracts for various services.
- Support local government efforts to establish succession planning and mentoring programs.

### *COMMUNITY SERVICES*

- Support legislation that provides incentives or grant opportunities for community improvements.
- Support legislation that provides funding for transportation services, including for senior citizens.
- Support legislative efforts to increase opportunities for community-wide citizen volunteer programs.
- Support legislation that provides funding to address the needs of youth in the community.
- Support legislation that provides funding to expand and enhance cultural arts programming in the community.



*ECONOMIC DEVELOPMENT*

- Oppose legislation that is deemed by the Town to be “anti-business” and/or “job killer”.
- Oppose regulations that impose unwarranted restrictions on local businesses.
- Support legislation that expands economic development tools and job creation.

*ENVIRONMENTAL QUALITY*

- Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.
- Support legislation that provides resources and funding to local governments for the implementation of SB 375 - California’s Sustainable Communities Strategy and Climate Protection Act.
- Support streamlined environmental processing for federal regulatory permits issued by Caltrans and various other State and Federal agencies for the purpose of expediting public infrastructure developments.
- Support a statewide action plan for addressing water-related issues including availability, quality, import, export and reclamation.
- Support financial incentives for water reuse and legislation that encourages the treatment of municipal wastewater for non-potable reuse and promote the development of reasonable regulations to encourage and maximize the responsible use of reclaimed water as an alternative to California’s fresh water supply.
- Oppose air quality legislation that restricts the land use authority of cities.
- Oppose the expansion of the state listing of endangered or threatened species without economic impact analyses and valid scientific data.
- Support the delisting of endangered species that have thrived and recovered through effective resource management.
- Support efforts to streamline and improve the CEQA process.
- Support the continued distribution of Cap and Trade revenues to cities to assist in their efforts to reduce greenhouse gas emissions and encourage sustainable community strategies.
- Support legislation to provide changes to AB 939, the California Integrated Waste Management Act, which will streamline its provisions and assist in compliance, placing more emphasis on implementation of waste diversion programs.

Attachment: 6 16 15 2015 Legislative Priorities (1105 : Legislative Priorities)

- Support legislation that allows cities and other agencies to compete for Proposition 39 funding.

### ***HOUSING, LAND USE, PLANNING AND COMMUNITY DEVELOPMENT***

- Support legislation that strengthens the concept of local control/local home rule for local decision making on land use and zoning matters.
- Support legislation that preserves municipal authority over the public right-of-way including fair and reasonable compensation for use of the right-of-way.
- Support a streamlined right-of-way acquisition process.
- Oppose efforts by any regulatory commission from promulgating rules and regulations that infringe on local land use decisions and management of the public right-of-way.
- Support legislation that provides funding options for infrastructure and affordable housing.
- Oppose additional affordable housing production mandates without necessary funding to support such mandates.
- Oppose legislation that requires additional development review requirements for large “superstore” retailers.
- Oppose legislation that requires cities to needlessly modify their permitting process.
- Support legislation that attempts to clarify and streamline the redevelopment dissolution process.
- Support legislation that permanently maintains local control for cities to properly regulate the massage industry, including requiring background checks for massage therapists.
- Support legislation that provides strict regulation over the medical marijuana industry, increased local control, and upholds cities’ ability to ban dispensaries and all related facilities.

### ***PUBLIC SAFETY***

- Support efforts to maintain permanent, sufficient Public Safety Realignment funding and establish an equitable county allocation formula in order for local governments to adequately manage the shifting of inmates from state prisons to local jails.
- Support effort to increase frontline public safety funding for cities to address increases in crime as a result of Public Safety Realignment and the early release of prisoners.
- Support legislative “fixes” to AB 109, the 2011 Corrections Realignment, in order to minimize its impacts on public safety.

- Support legislation that increases regulations for massage parlors.
- Support legislation and budget actions to fund immediate and critical court services and provide funding consistent with court workloads.
- Support legislation that provides funding support for disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS program, booking fee reimbursement and other local law enforcement activities.
- Support efforts that strengthen local law enforcement's ability to prevent and fight crime.
- Support legislation that minimizes alcohol-related criminal behavior and underage drinking.
- Oppose legislation that alters distribution of revenues from traffic and parking violations, resulting in lower revenue for local governments.
- Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.
- Support legislation that limits the placement of sex offender and parolee homes within the Town limits.
- Support statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- Support and promote programs that enhance the benefits of mutual aid agreements between local governments.
- Support increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
- Oppose legislation that restricts local authority jurisdiction over the enforcement of fire and life safety regulations.
- Support efforts which strengthen local fire and life safety services.
- Support regional efforts to improve interoperability of voice and data communications equipment.
- Support legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any Federal, State or court-ordered licensing, registration and testing requirements.

- Support efforts to promote and fund programs to combat pet overpopulation, increase pet adoptions and spay/neuter programs and educate citizens on the dangers and nuisance of roaming, uncontrolled animals and other animal control issues that risk public health and safety and quality of life.

### ***REVENUE AND TAXATION***

- Oppose legislation that would make local agencies more dependent on the State for financial stability and policy direction.
- Oppose legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
- Oppose any legislation that would pre-empt or reduce local discretion over locally-imposed taxes.
- Support full cost reimbursement to the Town for all federal, state and county-mandated programs.
- Oppose new or continuing unfunded mandates to the Town.
- Support legislation that aims to incentivize private-sector investment by offering income tax credits to attract and retain economic development.
- Oppose legislation that eliminates the municipal bond tax exemption.

### ***TRANSPORTATION AND PUBLIC WORKS***

- Oppose efforts to redirect, eliminate, or reduce amount of Highway User Tax Account (HUTA) that cities receive for street maintenance improvements.
- Support efforts to ensure and protect the water supply for local agencies.
- Support recognition of the importance of San Bernardino County to the overall goods movement systems as part of the any statewide investment plan in transportation.
- Support legislation or policy that provides funding to local governments for local transportation and water, sewer and storm drain projects.
- Support efforts to ensure and protect the water supply for local agencies.
- Support legislation that provides clarification and improvements to Infrastructure Financing District (IFD) Law that will enable local agencies to more effectively use this tool for a variety of infrastructure financing needs.
- Support legislation that provides funding and resources for retrofitting municipal buildings to increase energy efficiency.

- Support efforts for continuing and increasing funding sources for street maintenance projects and transportation improvements.
- Oppose legislation that places the burden and liability of replacing all sidewalks solely on cities.
- Support legislation that promotes the expansion of public parks/recreational facilities, including funding for such expansion.
- Support legislation that provides a fair, reliable, and continuous funding source for transportation projects.
- Support continued state funding for Safe Routes to School programs.
- Oppose legislation that diminishes or does not assure local franchise fees for all utilities' use of Town right-of-way.
- Oppose legislation that seeks to lessen the Town's ability to enforce contractual language agreed to and contained within existing franchise documents.

## FEDERAL

### *PUBLIC SAFETY*

- Support Juvenile Justice Assistance Grant (JAG), Byrne Grants, Second Chance, State Criminal Alien Assistance Program, and COPS.
- Advocate for a more streamlined application process and for greater flexibility of local appropriation and use of monies.
- Support FEMA grants and Firefighter Assistance and other public safety assistance programs.

### *TRANSPORTATION*

- Support the reauthorization of the MAP 21 (Moving Ahead for Progress in the 21<sup>st</sup> Century) transportation bill to provide critical funding for highways, highway safety and public transportation.
- Support streamlined environmental processing for federal regulatory permits issued by the US Army Corp of Engineers, US Fish & Wildlife Service, Federal Highway Administration and various other state and federal agencies for the purpose of expediting public infrastructure projects.
- Support targeted funding for goods movement projects of national and military significance that are beyond the funding capacity of local and state transportation programs and budgets.
- Support continued federal funding for Safe Routes to Schools programs.

### *COMMUNITY AND HUMAN SERVICES*

- Support programs and funding to service and support Veterans.
- Support Workforce Development & Training programs to advance collaborations with Community Colleges and assist the unemployed.
- Support legislation that provides incentives or grant opportunities for community improvements and historic preservation.

### *ECONOMIC DEVELOPMENT AND LOCAL REVENUE*

- Oppose cuts to Community Development Block Grant (CDBG), HOME program, Emergency Shelter grant funds.
- Support legislation to include consideration of the economic impacts of proposed species listings, as well as support the delisting of species no longer threatened or endangered.

- Internet Tax - Support collecting and remitting state and local state taxes to the state in which the purchaser is residing (e.g. purchases made over the internet, by mail order, by catalog, etc. S. 698 – Marketplace Fairness Act.)
- Support legislation that provides incentives and resources to stimulate economic development and encourage job creation in the Desert Mountain Region.

***COMMUNITY DEVELOPMENT AND LAND USE AUTHORITY***

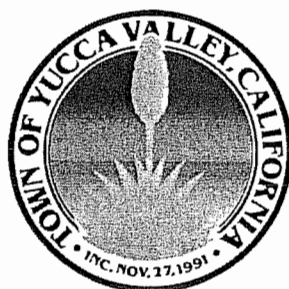
- Oppose legislation and the promulgation of rules and regulations that allow any regulatory agency to encroach on, or supersede, local authority, including, but not limited to, the Town’s right to franchise for the right to operate in the public right-of-way.
- Oppose legislation and the promulgation of rules and regulations that allow any agency to intrude on, or supersede local authority, including, but not limited to, the Town’s right to regulate the development of wireless facilities.
- Oppose efforts to eliminate the tax exempt status of municipal bonds and proposals to cap the investor tax deduction on municipal securities investments, which are critical tools used by local governments to finance community and capital improvement projects.
- Oppose legislative and regulatory efforts by online travel companies to circumvent remittance of transient occupancy taxes and local governments from hotel reservations purchased using the internet.

***ADMINISTRATIVE AND EMPLOYMENT RELATED***

- Support legislation to modify inappropriate sections of the Federal Fair Labor Standards Act (FLSA) as it relates to regulating public sector employees.

Attachment: 6 16 15 2015 Legislative Priorities (1105 : Legislative Priorities)

# TOWN OF YUCCA VALLEY



## 2015 FUNDING PRIORITIES



# Town of Yucca Valley

## 2015 Funding Priorities

### 1. LOCAL TRANSPORTATION NEEDS –

a. Expansion of Yucca Trail, Onaga Trail, La Contenta to four lanes divided.

- |   |               |
|---|---------------|
| i. Onaga, Camino del Cielo to Palomar:  | \$7.5 million |
| ii. Yucca Trail, Sage to La Contenta:   | \$4.6 million |
| iii. La Contenta, SR 62 to Yucca Trail: | \$1.5 million |
| iv. Santa Fe Trail, Apache to Acoma:    | \$650,000     |

**Estimated funding gap: \$10.8 million**

2. REGIONAL WASTE WATER – Establishment of an Assessment District. Any external funding will lower assessments paid by residents.

**Estimated funding obligation: \$145 million**

3. REGIONAL FLOOD CONTROL - The flood control system based upon the current master plan of drainage will only function effectively with the construction of the basins. Technical hydrology engineering analysis would be necessary to determine the improvements required for effective functionality of both inlet and outlet. Property acquisitions are estimated at approximately \$50,000 per acre.

- |  |               |
|--|---------------|
| a. Master Plan of Drainage Update:             | \$750,000     |
| i. Acoma Basin Property Acquisition            | \$500,000     |
| ii. Kickapoo Basin Property Acquisition        | \$400,000     |
| iii. East Burnt Mt. Basin Property Acquisition | \$1.0 million |
| iv. West Burnt Mt. Basin Property Acquisition  | \$1.0 million |
| v. Water Canyon Basin Property Acquisition     | \$1.8 million |

**Estimated funding gap: \$122 million**

4. REGIONAL TRANSPORTATION NEEDS – Expansion of Hwy. 62 and 247 to support transportation of people, commodities, utilities and military.

a. Expansion of Hwy. 62 to six lanes divided.

**Estimated funding gap: \$18.75 million not including medians or sidewalks (additional \$16.25 million for medians and sidewalks).**

b. Expansion of Hwy. 247 to four lanes divided.

**Estimated funding gap: \$26 million**

5. RECREATIONAL ASSETS –

- a. Essig Park – Phase I complete. Additional land development includes 4 phases at 15 acres each, \$250,000 per acre.

**Estimated funding gap: \$15 million**

- b. Regional Bike Paths – Currently the Town only has Class III bike paths. The General Plan proposes Class I and II bike paths.

- i. Class I Bike Path: Onaga Trail, from Acoma Trail to Avalon Avenue.

**Estimated funding gap: \$3 million**

- ii. Class II Bike Paths: Pioneertown Road, Sunnyslope Drive, Paxton Road, Onaga Trail, Acoma Trail, Joshua Lane, Palomar Avenue, Avalon Avenue, Balsa Avenue, Yucca Trail, Sage Avenue & Navajo Trail.

**Estimated funding gap: \$18.7 million**

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Town Manager

**Date:** June 10, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Award of Professional Services Contract; Retail Recruitment and Retention Solutions

**Recommendation:**

1. Authorize the award of contract to Buxton Company for a not to exceed amount of \$35,000 for professional services related to the development of customized retail recruitment and retention solutions, utilizing the Town's standard contract form, and authorizing the Mayor, Town Manager and Town Attorney to execute the contract, subject to non-substantive changes;
2. Direct staff to work with Buxton in the development of comprehensive market data and marketing material unique to Yucca Valley, and to facilitate individual meetings as appropriate as part of the International Council of Shopping Centers - Western Division meeting in San Diego September 2015 and at ICSC - RECon May 2016.

**Prior Review**

None for this item.

**Order of Procedure**

Staff Report  
Public Comment  
Board Discussion  
Motion/Second  
Discussion on Motion  
Call the Question (Roll Call Vote - Consent Agenda)

**Discussion**

In 2012, the Town received the final Retail Strategies Report prepared for the Town by Kosmont Companies. The purpose of the analysis was to evaluate existing retail sector conditions in the Town with the intent of developing a strategy which would successfully promote economic vitality and responsible retail growth within the Town. The report included an examination of

existing retail sector conditions, demographics and existing funding conditions as well as potential programs and funding strategies from which to develop an action plan for the Town. The action plan contained steps and potential funding sources for further consideration by the Town that could be considered as part of an economic development implementation plan, as identified below:

### Town Action Plan

1. Develop and maintain business outreach programs.
2. Establish a business attraction and marketing campaign.
3. Create a tracking system for underperforming retail land and buildings.
4. Evaluate the creation of business improvement districts.
5. Consider establishment of an Enterprise Zone in Yucca Valley to stimulate investment.
6. Capitalize on favorable Federal, State and regional funding and financing sources.
7. Structure and fund relevant appropriate business incentives to induce private investment and enhance performance and appearance.

### Implementing the Plan

In an effort to implement certain components of the plan, staff reviewed the services provided by various retail and branding consultant firms. Specifically, the Town was most interested in identifying a partner who could assist the Town in providing the following program components:

- Develop well-branded marketing materials to promote the Town, its character, amenities and opportunities.
- Identify and target retailers that fit the Town needs in terms of services and revenue generation.
- Develop and maintain working relationships with local real estate brokers.
- Regularly attend retail industry conventions and conferences at the regional, state and national level to promote opportunities in the Town.
- Identify and maintain a current list of developers with proven experience in retail commercial and mixed use projects of similar industry composition in close proximity to the Town.
- Market project areas and consider development proposals for new projects along the commercial corridor.

### Buxton Company

In conjunction with the City of Twentynine Palms, the Town met with representatives from Buxton Company to hear their approach in meeting these identified objectives. Through advances in technology and analytics, Buxton has been able to significantly improve the accuracy, customization and applicability of market analyses. As a result, the information and marketing material that is provided is unique to Yucca Valley in our efforts to attract and retain quality businesses and services for Town residents and visitors. The efforts of the professional service provided will focus on the following study steps:

#### Study Steps

1. *Community Research*
2. *Define and Evaluate the Local Trade Area*
3. *Profile the Trade Area's Residential and Visitor Customers*
4. *Match Retailers and Restaurants to the Market Potential*
5. *Develop Customized Marketing Packages and assist in the coordination of retail meetings as requested.*

### Targeted Outreach and References

The goal of this outreach effort is to develop the appropriate marketing material to be used on an ongoing basis, as well as for specific marketing appointments at the two premier retail outreach events, among others. The first is the Western Division meeting of the International Council of Shopping Centers scheduled for September 2015, and the second is the RECon event scheduled for May 2016. Town staff is planning on attending these events to effectively reach targeted individuals and firms identified through these efforts.

Town staff contacted the cities of Hesperia and Palm Springs, who are also recent clients of Buxton. Both cities were very positive regarding their association with Buxton, and well as with the marketing product and services provided by the firm. Both continue to use the firm on a regular basis.

### **Fiscal Impact**

The proposed professional services agreement is for a not to exceed amount of \$35,000, and reflects cost savings of approximately 25% related to a joint effort with the City of Twentynine Palms. Funding for the study and the associated retail outreach activities is accommodated by the FY 2015-16 amended budget in the Retail Strategies Special Revenue Fund. While the proposal identifies a multi-year contract option, the Town is only committing year one activities at this time. Any future extension will return to Council for discussion, analysis, evaluation of work product and approval.

**Attachments:**

Twentynine Palms CA and Yucca Valley CA- RR Proposal - April 2015

**Buxton**

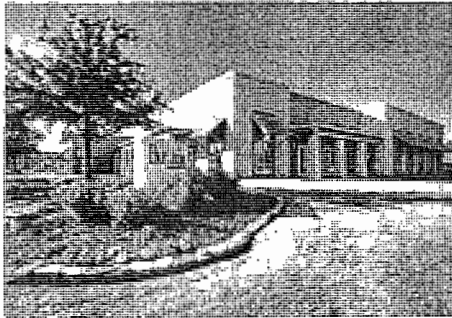
# Twentynine Palms, CA Yucca Valley, CA

## Retail Recruitment and Retention Solution

Prepared by: Lisa McCay  
Expiration Date: June 30, 2015

Attachment: Twentynine Palms CA and Yucca Valley CA- RR Proposal - April 2015 (1111 : Retail Recruitment and Retention- Buxton)





## OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets and soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizen's desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services.
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
  - 3000+ retail, restaurant, and healthcare clients
  - 650+ public sector clients nationwide
  - 35+ million square feet of retail space
  - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT, with the touch of a button from any mobile device. Get the insights and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.
- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

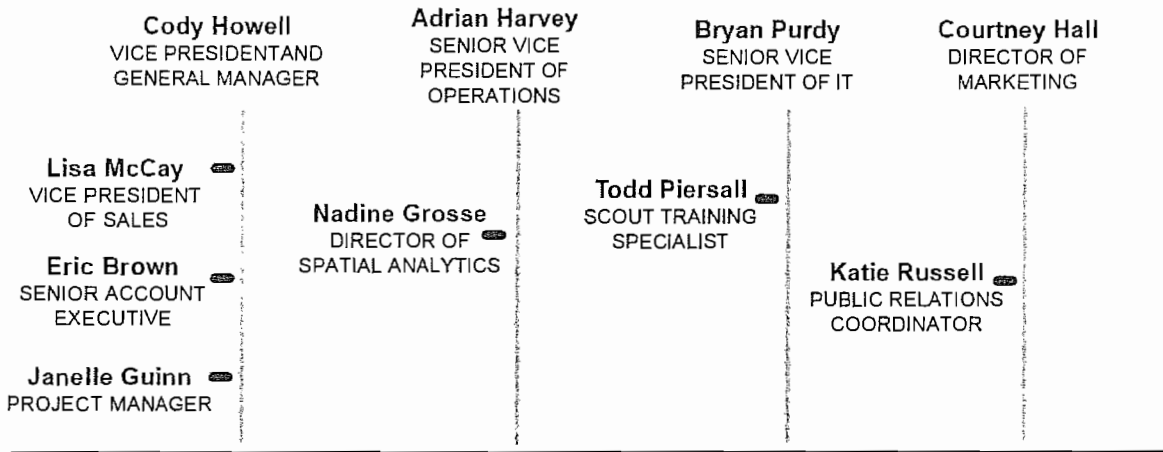


# KEY PERSONNEL

Once you have engaged Buxton to work with you, a project team will be assigned to guide you through the entire process—from initial data collection to final presentation of the results. This team consists of:

- Senior Account Executive, who will serve as your **primary source of communication** during the project: Eric Brown (e) ebrown@buxtonco.com (p) 817.332.3681 (f) 817.332.3686
- Professionals with backgrounds as retail executives and economic development practitioners, who will address your unique challenges and help maximize your opportunities

Team members for your project will include Buxton personnel with strong retail and economic development backgrounds as well as those from operations.



**Cody Howell, Vice President and General Manager of CommunityID**  
 As Vice President and General Manager of Buxton’s public sector division, Cody leads Buxton’s expert consulting team. He advises municipalities on retail economic development and planning initiatives, helping to shape growth strategies for client municipalities nationwide.

Previously, Cody held positions in Buxton’s account management division, where he acted as a strategic partner helping retail clients maximize the benefits of Buxton’s services. He has acted as an advisor to retailers such as Craftworks Restaurants, Foot Locker, and Trader Joe’s.



**Lisa McCay, Vice President of CommunityID**  
 As vice president of the Buxton’s public sector division, Lisa works with proactive cities to improve their retail economic development efforts. She works with communities to maximize their ability to generate sales tax revenue and enhance quality of life for their citizens by successfully recruiting new retailers as well as maximizing current retail options. She is focused on communities in Texas, and California.

Lisa received her B.A. degree from Texas Wesleyan University and is a member of the International Council of Shopping Centers (ICSC). Buxton has worked with more than 650 communities nationwide, helping to recruit over 35 million square feet of retail.



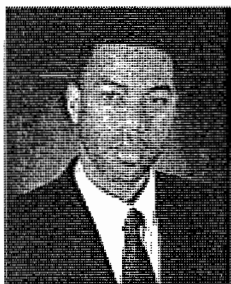
**Eric Brown, Senior Account Executive CommunityID**

As an Account Executive in Buxton's Public Sector division, Eric guides communities through the process of implementing and maximizing Buxton's services. He is a helpful resource for communities across the United States, ensuring that they have the resources and training they need to achieve their retail economic development goals. Before joining Buxton's Public Sector Division, Eric was an Account Executive in our Private Sector, assisting retail and healthcare clients with site assessment and marketing initiatives. He holds a Bachelor of Arts in Marketing from the University of Texas at Arlington.



**Janelle Guinn, Project Manager CommunityID**

As a project manager in Buxton's Public Sector division, Janelle guides communities through the process of implementing and maximizing Buxton's services. She is a helpful resource for communities across the United States, ensuring that they have the resources and training they need to achieve their retail economic development goals. Before joining Buxton, Janelle was a project manager for OSM Global and brings over ten years of management experience in various roles. She holds a Bachelor of Science in Business Administration from Northwestern State University of Louisiana.



**Adrian Harvey, Senior Vice President of Operations**

As SVP of Operations, Adrian Harvey oversees four operational departments: Data Analytics, Predictive Analytics, Spatial Analytics, and Analytics Support. He is responsible for ensuring cross-departmental collaboration and continued methodological innovation, in addition to overseeing the operations of the four departments. Adrian plays a critical role in new project scoping and establishing the vision of the analytics team. He began his career at Buxton in 2009.

Adrian earned a bachelor's degree in Entrepreneurial Management as well as a master's degree in Decision Science from the University of North Texas.



**Nadine Grosse, Director of Spatial Analytics**

Nadine Grosse began as an analyst with Buxton and is now the Director of Spatial Analytics, overseeing many aspects of modeling and the thorough and accurate completion of client market studies by Buxton's team of Geographic Information Systems (GIS) analysts. Her scope includes standardizing market studies and U.S. potential processes, increasing the quality of client deliverables, managing projects, and serving as a liaison between analysts and the sales team. Grosse has managed the GIS function for more than 350 CommunityID projects for such clients as San Jose, CA; Atlanta, GA.; and Irving, TX. Grosse has complete understanding of both the retail industry and municipal needs. Adding to her expertise in community retail recruitment, other notable retail clients include Applebee's, Vitamin Shoppe, AAMCO, and New Balance.

Grosse earned her bachelors of science degree in Interdisciplinary Studies in Earth/Life Science and her masters of science in Geographic Information Systems, both from University of North Texas where she is now a guest lecturer in related classes.



**Bryan Purdy, Senior Vice President of Information Technology**

Bryan Purdy's priority is solution foresight to the Information Technology department to ensure our clients are satisfied. As former Director of Database Integration, Purdy was responsible for all aspects of data acquisition and verification for client projects and now, his objectives each day range from VMware optimization to Database tuning and security.

Before joining Buxton, Bryan worked for TXU/CapGemini Energy as an application developer. He has a bachelor of business administration degree with a concentration in management information systems from the University of Oklahoma.



**Todd Piersall, Scout Training Specialist**

Todd Piersall is the central resource for SCOUT technical support and training. Along with day-to-day SCOUT support requests, including inbound calls and web tickets, Piersall provides training on SCOUT as needed to existing clients, potential clients and internal parties. He works closely with Buxton's systems engineering and product management teams to ensure timely resolution to issues and development requests. His top priority is improving the client expectations for Buxton's SCOUT platform and ensuring that all clients have the knowledge and training to work efficiently and effectively within the platform.



**Courtney Hall, Director of Marketing**

Courtney Hall is the director of marketing at Buxton and manages the company's marketing presence across its retail, healthcare and public sector divisions. Within the public sector division, she works with clients to publicize the proactive ways local governments are building their retail networks and helping to grow local businesses. Additionally, she manages Buxton's relationships with industry associations such as the International City/County Management Association, the Alliance for Innovation and state municipal leagues.

Before joining Buxton, Courtney worked in the advertising industry as an account executive and media buyer. She holds a bachelor's degree in marketing from Texas Tech University.



**Katie Russell, Communications Specialist**

Katie Russell is a communications specialist at Buxton and supports the company's public relations and content development efforts. She works closely with Buxton's public sector division to announce new partnerships; profile client successes through videos, articles and case studies; produce educational workshops and webinars; and publish Buxton's Competitive Community newsletter. Katie holds a bachelor's of business administration degree in marketing from Texas Christian University.

## PROJECT EXPERIENCE/SIMILAR CLIENT LIST

Buxton has worked with more than 650 public sector clients nationwide including, but not limited to:

- **North Richland Hills, Texas**  
7301 N.E. Loop 820  
North Richland Hills, TX  
76180
- **Tulsa, Oklahoma**  
175 East 2nd Street  
Tulsa, OK 74120
- **City of South Bend, Indiana**  
1200 County-City Building  
227 West Jefferson Blvd.  
South Bend, IN 46601
- **Pasadena, California**  
100 North Garfield  
Pasadena, CA 91109
- **Irving, Texas**  
825 W. Irving Blvd.  
Irving, TX 75060
- **Columbus, Georgia**  
1200 6th Avenue  
Columbus, GA 31902
- **Durango, CO**  
1150A Main Avenue  
Durango, CO 81301
- **Hesperia, California**  
9700 Seventh Avenue  
Hesperia, CA 92345
- **Castle Pines, CO**  
7501 Village Square Drive,  
Suite 100  
Castle Pines, CO 80108

## BUXTON REFERENCES

- **Bloomington, IL**  
Justine Robinson, Economic  
Development Coordinator  
jrobinson@cityblm.org  
(309) 434-2611
- **Rochelle, IL**  
Peggy Friday, Director / CEO  
Rochelle Area Chamber of Commerce  
pfriday@rochelleil.us  
(815) 562-4189
- **Caribou, ME**  
Austin Bleess, City Manager  
citymanager@cariboumaine.org  
(207) 493-3324
- **Palm Springs, CA**  
Cathy Van Horn, Economic  
Development Administrator  
cathy.vanhorn@palmsspringsca.gov  
(760) 323-8175
- **Kingsport, TN**  
Jeff Fleming, City Manager  
jefffleming@kingsporttn.gov  
(423) 229-9381
- **North Augusta, SC**  
Todd Glover, City Administrator  
tglover@northaugusta.net  
(803) 441-4202

## SCOPE OF SERVICES

Buxton is pleased to present this proposal to Twentynine Palms, CA and Yucca Valley, CA. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

### Twentynine Palms, CA and Yucca Valley, CA's Objectives

1. Develop profile of residents and visitors
2. Recruit and retain new retailers and restaurants
3. Understand current retail and restaurant economic condition
4. Understand resident and visitors impact on the local economy and determine their media preferences to market your community to potential visitors

### Retail Recruitment and Retention Solution: Your Community & Visitor Profiles

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and visitors and to leverage the combined total consumer profile to identify specific retailers and restaurants who seek a market with purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to the Twentynine Palms, CA and Yucca Valley, CA utilizing custom marketing packages for each target. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions, providing you with instant credibility and the ability to differentiate your community.

#### Step 1 - Research Your Community

Buxton uses more than 250 consumer and business databases that are updated regularly to compare your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

#### Step 2 – Define and Evaluate Your Local Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of our retail clients' actual trade areas. We evaluate your local trade area to understand the characteristics which make it distinctive and valuable to retailers/restaurants. Your residential drive-time trade area is provided to you as a map that accurately depicts your residential consumer shopping patterns.

### Step 3 – Profile Your Trade Area’s Residential and Visitor Customers

You will have insights into more than 7,500 categories of lifestyles, purchase behaviors, and media reading and viewing habits of your residents and visitors. Buxton will develop three (3) unique profiles for your solution:

1. **Residential Profile-** will analyze all the households in your drive-time trade area.
2. **Visitor Profile-** will analyze all VISA expenditures for a recent twelve (12) month period where the cardholder’s originating address is located outside of your drive-time trade area. Expenditures are consolidated at the ZIP+4 level so as to de-identify individual cardholder information, which provides Buxton with a way to develop an accurate consumer profile of the visitors to your community.
3. **Combined Total Community Consumer Profile-** Buxton will combine your residential and visitor profiles to develop your overall consumer profile which will be used to match retailers and restaurants as fits for your community.

### Step 4 – We Match Retailers and Restaurants to Your Market’s Potential

Buxton matches the combined total community consumer profile against the customer profiles of 5,000+ retailers in our proprietary database. We identify the similarity between the two profiles using Buxton’s proprietary retail matching algorithm to determine if your sites present an attractive opportunity for each retailer. We then further qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites and that your sites afford an adequate buffer from competition and cannibalization, so as to be realistically considered an expansion opportunity.

### Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers and will notify each retailer’s key real estate decision maker, by letter that they have been qualified by Buxton as a potential viable fit for your two (2) sites and should expect to be contacted by a representative of the city. Your marketing packages will be delivered to you in SCOUT and include:

1. Map of the retail sites and trade areas
2. Map of retailer’s potential customers
3. Retailer match report that compares the site’s trade area characteristics and consumer profile with the retailer’s sites in similar trade areas

### Solution Deliverables

- SCOUT Touch Access
- Drive-Time Trade Area Map
- Retail Site Assessment (two (2) sites)
- Residential, Visitor, and Combined Profile
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- One (1) mobile tablet devices at completion pre-loaded with all findings

**Multi Year Deliverables:** Year 2 & 3 of this agreement will include a Retail Recruitment model refresh, up to twenty (20) retail marketing packages, and full SCOUT and SCOUT Touch Access.

### Access and Use Your Retail Recruitment Solution via SCOUT

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) mobile tablet devices which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device is possession of Twentynine Palms, CA and Yucca Valley, CA, is enabled with ten (10) SCOUT Users with the ability to *run demographic and trade area profile reports*, and view maps, and other data elements.

*Identifying and quantifying the key variables which impact your community*, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports



**ANSWERS AT YOUR FINGERTIPS. ANYTIME. ANYWHERE.**

Next Page: Fees and Timing

# FEES, TIMING, AND SIGNATURES

YEAR 1 FEE	SOLUTION TIMELINE
<p><b>\$35,000/per city</b></p>	<ul style="list-style-type: none"> <li>- SCOUT access will be enabled within ten (10) days of the execution of this agreement</li> <li>- Twentynine Palms, CA and Yucca Valley, CA will have access to retail match lists and marketing packages within sixty (60) business days of execution</li> </ul>

## PAYMENT SCHEDULE

All service fees associated with this agreement are due ten (10) days from the date of the invoice. Twentynine Palms, CA and Yucca Valley, CA will be invoiced as follows:

- **\$35,000 of Year 1 Fee invoiced to Twentynine Palms, CA**
- **\$35,000 of Year 1 Fee invoiced to Yucca Valley, CA**  
(Invoiced upon execution of this agreement)
- **\$50,000 Year 2 Fee**  
(Invoiced 1<sup>st</sup> Anniversary of this agreement; 50% Twentynine Palms, CA, 50% Yucca Valley, CA)
- **\$50,000 Year 3 Fee**  
(Invoiced 2<sup>nd</sup> Anniversary of this agreement; 50% Twentynine Palms, CA, 50% Yucca Valley, CA)

*Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement. Twentynine Palms, CA and Yucca Valley, CA will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Twentynine Palms, CA and Yucca Valley, CA may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. All service fees associated with this agreement are due in net (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include Twentynine Palms, CA and Yucca Valley, CA on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing Twentynine Palms, CA and Yucca Valley, CA as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to Twentynine Palms, CA and Yucca Valley, CA.*

### Buxton

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Twentynine Palms, CA

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Yucca Valley, CA

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Please provide us with a primary point of contact for invoice receipt.*

**Name** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Preferred Method of Receipt** (Email or U.S. Mail)



# ADDITIONAL RECOMMENDED SOLUTIONS

SOLUTION	FEE
Additional Visitor Profile	\$10,000

Attachment: Twentynine Palms CA and Yucca Valley CA- RR Proposal - April 2015 (1111 : Retail Recruitment and Retention- Buxton)

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Lesley Copeland, Town Clerk

**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Certification of June 2, 2015 Special Election Results

#### Recommendation

That the Town Council adopts the Resolution confirming and certifying the June 2, 2015 Special Election results

#### Order of Procedure

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

#### Discussion

The Town of Yucca Valley contracts election services with the San Bernardino County Registrar of Voters. The Registrar of Voters is required to certify and forward the election results to each of the agencies it provides services for. Each jurisdiction must take formal action to accept the election results. The Certified Election Results for the 2015 Special Election of June 2, 2015 is as follows:

#### Measure X - June 2, 2015 Special Election

	Vote Count	Percentage
Yes	1,620	43.51%
No	2,103	56.49%
<b>Total</b>	<b>3,723</b>	<b>100.00%</b>

#### Financial Impact

Election Costs estimated at \$65,000 for a stand-alone polling place special election per the County Registrar of Voters. The anticipated timeframe for receipt of actual invoice is 105-120 days after the election. The 2014-15 budget will accommodate these expenses as amended on 06/02/15 001 10-12 7860

**Attachments**

Measure\_X\_2015-06-02\_Statement-Of-Vote\_Final

RESOLUTION NO. 15-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING AND CERTIFYING THE JUNE 2, 2015 SPECIAL ELECTION RESULTS

WHEREAS, the Town Council has duly consolidated the Town Council elections with the California statewide elections; and

WHEREAS, the special election was duly conducted on June 2, 2015, and the County Registrar of Voters has canvassed the results as required by Section 15300 et. seq. of the California Elections Code; and

WHEREAS, the Town Council must now certify the results of the election and canvass as set out herein.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council hereby confirms and certifies as follows:

SECTION 1.

By the vote of the people of the Town of Yucca Valley, Measure X-The Yucca Valley Medical Marijuana Dispensary Authorization was not successful.

**Measure X - June 2, 2015 Special Election**

	<b>Vote Count</b>	<b>Percentage</b>
Yes	1,620	43.51%
No	2,103	56.49%
<b>Total</b>	<b>3,723</b>	<b>100.00%</b>

SECTION 2.

A statement of the results of the election is attached as Exhibit "A", and the results as set out herein are hereby certified.

APPROVED AND ADOPTED this 16<sup>th</sup> day of June, 2015.

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MAYOR

ATTEST:

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TOWN CLERK



## Elections Office of the Registrar of Voters

www.SBCounty.

Michael J. Scarpe  
Registrar of Vol

### Official Statement of Vote Town of Yucca Valley Special Election – June 2, 2015

Total Registered Voters: 9,830

	Vote Count	Percentage
Precinct Turnout	730	7.43%
Vote by Mail Turnout	3,001	30.53%
<b>Total</b>	<b>3,731</b>	<b>37.96%</b>

#### Measure X

	Vote Count	Percentage
Yes	1,620	43.51%
No	2,103	56.49%
<b>Total</b>	<b>3,723</b>	<b>100.00%</b>

Precinct	Registration	Ballots Cast	Turnout (%)	Yes	No
YUV0265	828	329	39.73%	138	191
YUV0266	1,198	421	35.14%	207	212
YUV0267	15	8	53.33%	2	6
YUV0268	1,057	391	36.99%	198	191
YUV0269	0	0	0	0	0
YUV0270	40	27	67.50%	13	14
YUV0271	1,565	630	40.26%	293	337
YUV0272	1,431	495	34.59%	241	252
YUV0273	49	21	42.86%	8	13
YUV0274	1,840	788	42.83%	276	510
YUV0275	1,807	621	34.37%	244	377

Attachment: Measure\_X\_2015-06-02\_Statement-Of-Vote\_Final (1110 : Election Certification)

#### BOARD OF SUPERVISORS

ROBERT A. LOWINGOOD  
Vice Chairman, First District

JANICE RUTHERFORD  
Second District

JAMES RAMON  
Chairman, Third District

CURT HIGMAN  
Fourth District

JOSIE GONZALES  
Fifth District

GREGORY C. DEVEREAUX

Packet Pg. 114

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Sharon Cisneros, Finance Manager

**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** AB1234 Reporting Requirements

**Recommendation:**

Receive and file the AB1234 Reporting Requirement Schedule for the month of May 2015

**Prior Review:**

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

**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.

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.

**Discussion:**

None.

**Fiscal Impact:**

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

**Attachments:**

May 2015



# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule For Reimbursements in May 2015

Date of Travel	Organization	Description	Location
----------------	--------------	-------------	----------

**Mayor Huntington**

No Reportable Meetings

**Mayor Pro Tem Leone**

No Reportable Meetings

**Councilmember Abel**

No Reportable Meetings

**Councilmember Denison**

No Reportable Meetings

**Councilmember Lombardo**

No Reportable Meetings

5 (1107 : AB1234 Reporting)

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Sharon Cisneros, Finance Manager

**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Warrant Registers

**Recommendation:**

Ratify the Warrant Register totaling \$ 37,646.11 for checks dated May 28, 2015.  
Ratify the Payroll Register totaling \$ 140,657.63 dated May 22, 2015.

**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:**

Summary Warrant Register No 49 - May 28, 2015  
Detail Warrant Register No 49 - May 28, 2015  
Payroll Register No 46 - May 22, 2015

**WARRANT REGISTER # 49  
CHECK DATE - MAY 28, 2015**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 46754 to # 46788 are valid

GENERAL FUND # 001	\$32,330.08
CENTRAL SUPPLIES FUND # 100	\$1,933.08
DEPOSITS FUND # 200	\$1,035.00
COPS LLESA FUND # 511	\$64.99
STREET MAINTENANCE - FUND # 515	\$60.00
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$2,222.96
<b>GRAND TOTAL</b>	<b><u>\$37,646.11</u></b>

Prepared by Shirlene Doten, Accounting Technician III SD  
Reviewed by Sharon Cisneros, Finance Manager SC

Attachment: Summary Warrant Register No 49 - May 28, 2015 (1108 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

May 28, 2015

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	46754	Janet Anderson	05/15 & 06/15 Medical Insurance	\$ 2,406.92
	46755	AT & T Mobility	Cell Phone Service	492.02
	46756	Blackbaud	Annual Software Licensing	3,755.18
	46757	Bank of New York Mellon	05/15-05/16 Administrative Fee	2,300.00
	46758	Companion Animal Clinic	Veterinary Services	159.00
	46759	Corelogics Information Solutions	Property Search Information	165.00
	46761	Desert Pacific Exterminators, LLC	Pest Control Services	49.00
	46762	Farmer Bros. Co.	Office Supplies	135.12
	46764	Totalfunds by Hasler	Postage	1,000.00
	46765	Hi-Desert Water	Water Service	711.87
	46766	Hi-Desert Publishing	Legal Advertising	490.00
	46767	Intervet, Inc.	Animal Vaccines & Microchips	2,237.76
	46768	Koff & Associates	Compensation & Class Services	3,688.72
	46769	Morongo Unified School District	Facility Rental Expense	88.82
	46770	NRO Engineering	Engineering Services	2,465.00
	46771	Oasis Office Supply, Inc.	Office Supplies	148.63
	46772	Public Agency Retirement Services	Professional Services	320.24
	46773	Petty Cash-Jessica Rice	Miscellaneous Supplies	561.91
	46774	Rippetoe Law, P.C.	Professional Legal Services	1,022.84
	46775	Sargent Communications	Telephone Support Service	95.00
	46776	SBCO-Office of the Assessor	Assessor's Parcel Listing	429.37
	46777	SB County Recorder	Pendency Filing Fee	21.00
	46778	SCCCA	Meeting Expense	40.00
	46779	SCE	Electric Service	4,499.53
	46780	So. Cal. Gas Co.	04/15 Natural Gas Service	929.12
	46781	Southwest Networks, Inc.	Technology Support	1,340.00
	46782	Star2Star Communications, LLC	02/15 Shelter Phone Service	395.00
	46784	Trophy Express	Engraving Service	81.56
	46785	VCA Yucca Valley Animal Hospital	Veterinary Services	380.4
	46786	Valley Independent	Letterhead Printing	332.81
	46787	Walmart Community	Program Supplies	888.26
	46788	Guy Wulf	Sports Referee	700.00
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 32,330.08</b>
	100 INTERNAL SERVICE FUND			
	46763	GE Capital Corporation	Com Dev Copier Lease	\$ 1,933.08
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 1,933.08</b>
	200 DEPOSITS FUND			
	46770	NRO Engineering	Engineering Services	\$ 1,035.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 1,035.00</b>

Attachment: Detail Warrant Register No 49 - May 28, 2015 (1108 : Warrant Registers)

## Town of Yucca Valley

## Warrant Register

May 28, 2015

Fund	Check #	Vendor	Description	Amount
511		COPS-LLESA FUND		
	46783	Time Warner Cable	05/17-06/16/15 Sheriff's Internet Svs.	\$ 64.99
<b>Total 511</b>		<b>COPS-LLESA FUND</b>		<b>\$ 64.99</b>
515		GAS TAX FUND		
	46765	Hi-Desert Water	Water Service	\$ 60.00
<b>Total 515</b>		<b>GAS TAX FUND</b>		<b>\$ 60.00</b>
527		PUBLIC LANDS FEDERAL GRANT FUND		
	46760	DBX, Inc.	Wash Crossing Gates	\$ 2,222.96
<b>Total 527</b>		<b>PUBLIC LANDS FEDERAL GRANT FUND</b>		<b>\$ 2,222.96</b>
<b>***</b>		<b>Report Total</b>		<b><u>\$ 37,646.11</u></b>

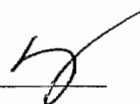
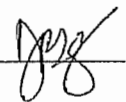
Attachment: Detail Warrant Register No 49 - May 28, 2015 (1108 : Warrant Registers)

TOWN OF YUCCA VALLEY  
PAYROLL REGISTER #46  
CHECK DATE - May 22, 2015

Fund Distribution Breakdown

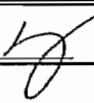
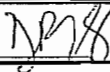
**Fund Distribution**

General Fund	\$129,411.86
Gas Tax Fund	11,245.77
<b>Grand Total Payroll</b>	<u><u>\$140,657.63</u></u>

Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 

Attachment: Payroll Register No 46 - May 22, 2015 (1108 : Warrant Registers)

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period 46 - Paid 05/22/2015  
 (May 02, 2015 - May 15, 2015)  
 Checks: 5062 - 5066

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,113.41		\$3,113.41
Direct Deposit	68,738.41	-	68,738.41
Sub-total	71,851.82		71,851.82
<b><u>Employee Tax Withholding</u></b>			
Federal	11,649.94		11,649.94
Medicare	1,391.18	1,391.24	2,782.42
SDI - EE	-	-	-
State	3,469.48		3,469.48
Sub-total	16,510.60	1,391.24	17,901.84
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	3,701.14	3,722.89	7,424.03
PERS Survivor Benefit	48.00		48.00
Health Café Plan	1,063.79	11,638.56	12,702.35
American Fidelity Pre-Tax	165.09		165.09
American Fidelity After-Tax	-		-
American Fidelity-FSA	414.53		414.53
PERS EE - Contribution 6.25 %	629.49		629.49
PERS EE - Contribution 7%	1,036.45		1,036.45
PERS EE - Contribution 8%	4,837.63		4,837.63
PERS Retirement - Employer 6.25 %	-	629.49	629.49
PERS Retirement - Employer 7.846 %	-	1,185.26	1,185.26
PERS Retirement - Employer 18.586 %	-	12,544.57	12,544.57
Wage Garnishment - Employee	112.83		112.83
Life & Disability Insurance		1,089.04	1,089.04
Other Post Employee Benefit's		2,664.62	2,664.62
Unemployment Insurance		1,649.74	1,649.74
Workers' Compensation		3,770.85	3,770.85
Sub-total	12,008.95	38,895.02	50,903.97
<b>Gross Payroll</b>	<b>\$100,371.37</b>	<b>\$40,286.26</b>	<b>\$140,657.63</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

Attachment: Payroll Register No 46 - May 22, 2015 (1108 : Warrant Registers)

## TOWN OF YUCCA VALLEY

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager

**Date:** June 8, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Public Nuisances Abated at Town's Expense; Placement of Liens on the FY 2014/15 San Bernardino County Tax Rolls; Resolution No 15-

#### **Recommendation**

That the Town Council adopts the Resolution, placing tax liens on the FY 2014/15 San Bernardino County Tax Rolls.

#### **Prior Council Review**

None

#### **Executive Summary**

The Town is required to conduct a public hearing prior to the placement of liens on the Tax Role for those property owners who have not reimbursed the Town for costs incurred in public nuisance abatement procedures. The adoption of the Resolution will authorize the placement of tax liens on the FY 2014/15 San Bernardino County Tax Rolls.

#### **Order of Procedure**

- Request staff report.
- Open public hearing.
- Request public comment.
- Close public hearing
- Council discussion/Questions of Staff
- Council action (Roll Call Vote)

#### **Discussion**

Several times throughout the year it is necessary to conduct abatements on properties where there is a public nuisance which poses a hazard to public health and safety and immediate abatement is necessary, commonly referred to as an emergency abatement. Additionally, there are situations where the property owner has been notified of the public nuisance, but fails to remove the public nuisance to comply with abatement notices. The Town pays an independent contractor to abate the nuisance, and these costs are paid from the Code Compliance Section's operating budget. The property owner is then billed for all abatement and administrative costs incurred during the abatement process. In order to recover



abatement costs for property owners who fail to pay the initial invoice, the Town must place a lien against the property.

Prior to the placement of liens on private property, the Town sends another invoice, and a letter, providing the property owner with the opportunity to pay the billed amount on or before 5 p.m. on June 16, 2015. These additional steps are intended to help the property owner avoid the placement of a lien on their property.

. To date, there has been no attempt at payment from any of the property owners listed on Attachment No.1 which shows a total of four (4) abatement projects, and a lien will be placed on the Tax Roll for those four (4) properties. The total cost for four (4) properties is \$9,474.85.

### **Alternatives**

Staff recommends no alternative to the recommended action. If the lien is not placed on the tax roll, the Town will not recover the abatement costs.

### **Fiscal Impact**

Total costs for the abatement of four (4) public nuisances is \$9,474.85. The recovery of these funds will offset costs associated with the abatement of the identified properties. Individual project costs are identified in the attachments to this staff report.

### **Attachments**

Public Notice

Case Data for FY 2014/15

Photographs for FY 2014-15

RESOLUTION NO. 15-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE TOWN OF YUCCA VALLEY FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTING THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES.

WHEREAS, pursuant to the provisions of the Town of Yucca Valley Municipal Code, Chapter 6.04, the Town of Yucca Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the Town of Yucca Valley, State of California: and

WHEREAS, in accordance with the provisions of the Town of Yucca Valley Municipal Code, the Town of Yucca Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said Statements of Costs and having noticed the affected property owners and given them opportunity to be heard:

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

1. That the Statements of Costs, Notice of Hearing, and Notices of Special Assessments, copies of which are on file in the office of the Town Clerk and incorporated herein by this reference are confirmed.
2. That the Property Assessment List, attached hereto as Attachment 2 and incorporated herein by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the San Bernardino County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of San Bernardino, and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on

the property in the amount of the assessment to be added to the tax bill next levied against the property.

APPROVED AND ADOPTED this 16th Day of June, 2015

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MAYOR

ATTEST:

---

TOWN CLERK

**Attachment No. 1****PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Yucca Valley, California, will conduct a public hearing in the Yucca Room of the Yucca Valley Community Center located at 57090 29 Palms Highway, Yucca Valley, California, at 6:00 P.M. on Tuesday, June 16, 2015. The Public hearing will be considered on the following item(s):

Placement of tax liens on the FY 2014/15 San Bernardino County Tax Rolls for the following properties abated at Town's expense:

## Site 1:

Assessors Parcel Number: 0601-171-14  
6450 Fortuna Ave  
Yucca Valley, CA 92284  
Case # 15-0023

## Owner of Record:

Juillet Matthew  
6450 Fortuna Ave  
Yucca Valley, CA 92284

Quality Loan Service Corp  
411 Ivy St.  
San Diego, CA 92101

## Site 2:

Assessors Parcel Number: 0595-282-21  
7197 Murray Lane  
Yucca Valley, CA 92284  
Case # 13-0248

## Owner of Record:

Carmen Jimenez Marshall  
7197 Murray Lane  
Yucca Valley, CA 92284

Attachment: Public Notice (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

Site 3:

Assessors Parcel Number: 0586-253-07  
7775 Elk Trail  
Yucca Valley, CA 92284  
Case # 14-0243

Owner of Record:

Gean Dickson  
460 Edgewood Drive  
Rio Vista, CA 94571

Site 4:

Assessors Parcel Number: 0585-142-12  
8111 Hopi Trail  
Yucca Valley, CA 92284  
Case # 12-1082

Owner of Record:

John Robert Hyde  
4019 Calle Sonora Este Unit C  
Laguna Woods, CA 92637

Site 5:

~~Assessors Parcel Number: 0595-121-10  
56845 Little League  
Yucca Valley, CA 92284  
Case # 11-0763~~

Owner of Record:

~~Kay Stogner  
10982 Hess Blvd  
Morongo Valley, CA 92256~~

Published Date: Published on \_\_\_\_\_

---

Date Lesley Copeland  
Town Clerk

6/3/2015

Attachment No. 2

	PARCEL NUMBER	Balance Owed	ABATEMENT	PAID
Site 1	0601-171-14	\$ 1,811.44	Secured broken window, doors, hazardous conditions, dispose of trash/debris	
Site 2	0595-282-21	\$ 910.33	Graffiti Removal	
Site 3	0586-253-07	\$ 1,901.44	Secured broken window, doors, hazardous conditions, dispose of trash/debris	
Site 4	0585-142-12	\$ 4,851.64	Secured broken window, doors, hazardous conditions, dispose of trash/debris	
Site 5	0595-121-10	\$ 1,684.96	Secured broken window, doors, hazardous conditions, dispose of trash/debris	6/3/2015

5 properties for a total of \$ 11,159.81  
 Subtract 1 property (paid) \$ 1,684.96  
 4 properties for a total of \$ 9,474.85

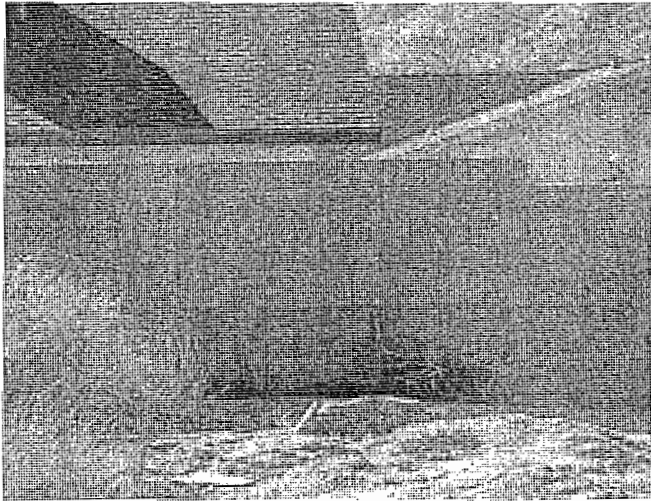
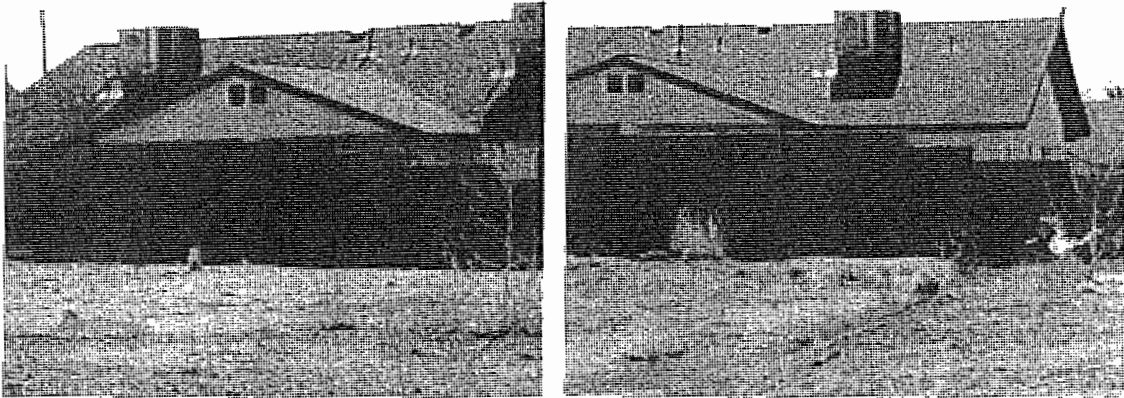
\*The abatement project liens for the stricken sites above are not to be considered.

Attachment: Case Data for FY 2014/15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)



Before & After

7197 Murray Lane – Graffiti Removal

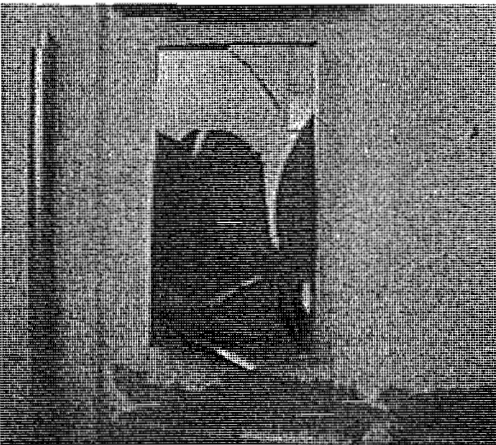
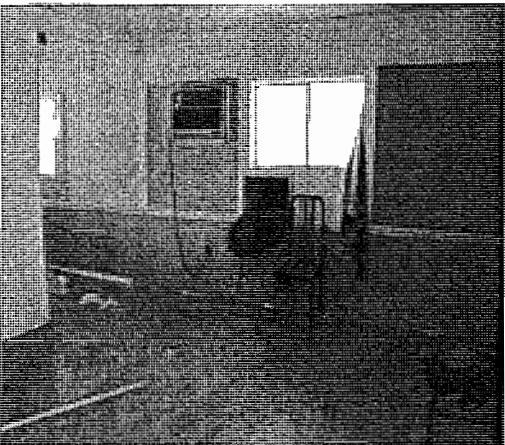
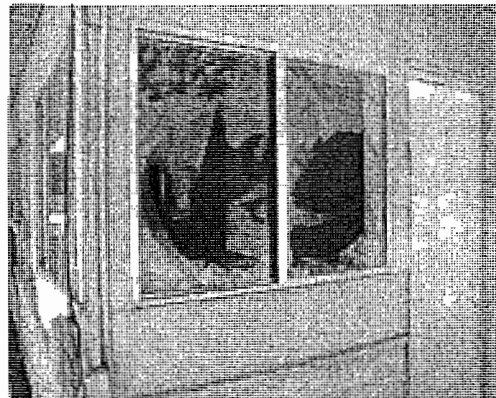
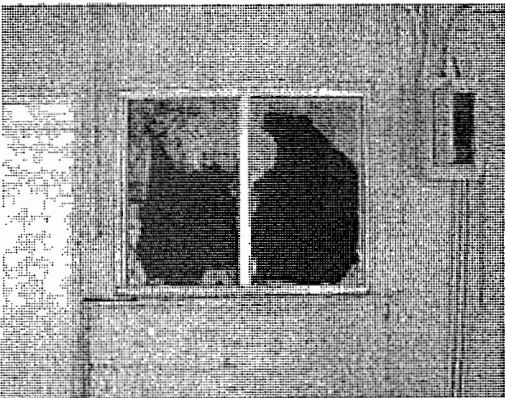
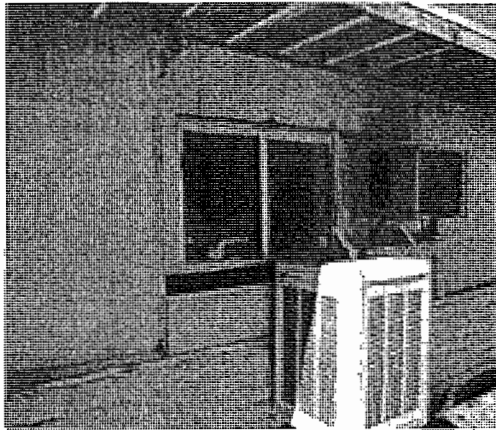


Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)



Before & After

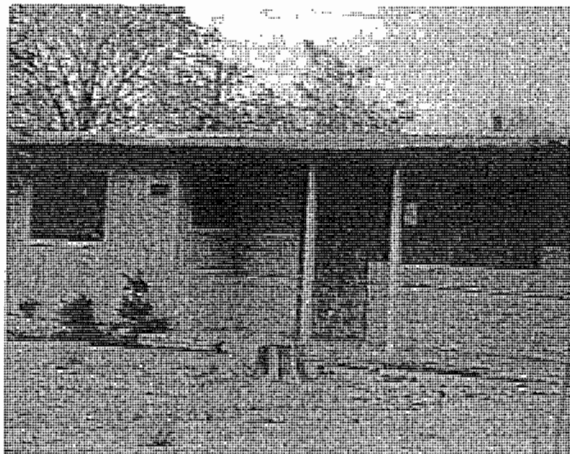
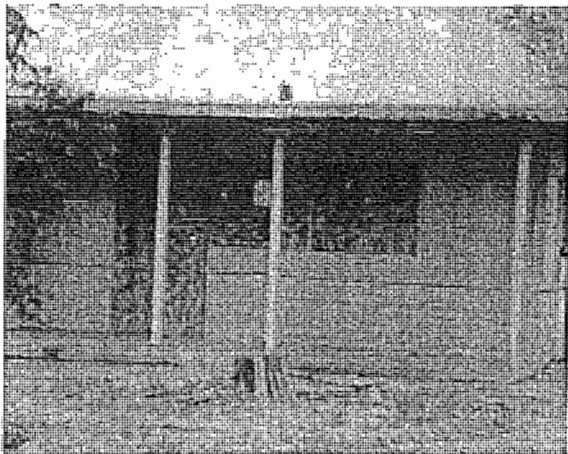
7775 Elk Trail – Secured broken window, doors, hazardous conditions, dispose of trash/debris



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

Before & After

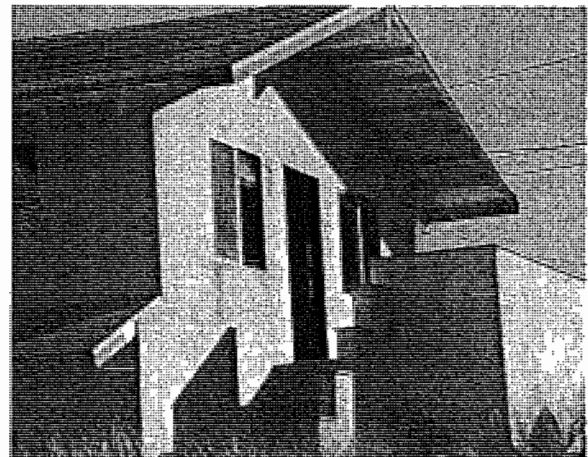
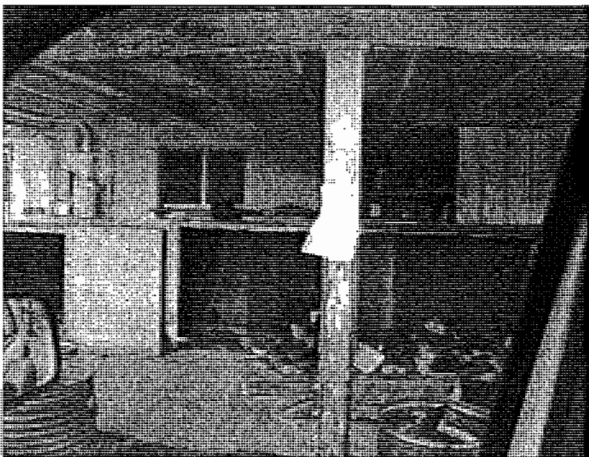
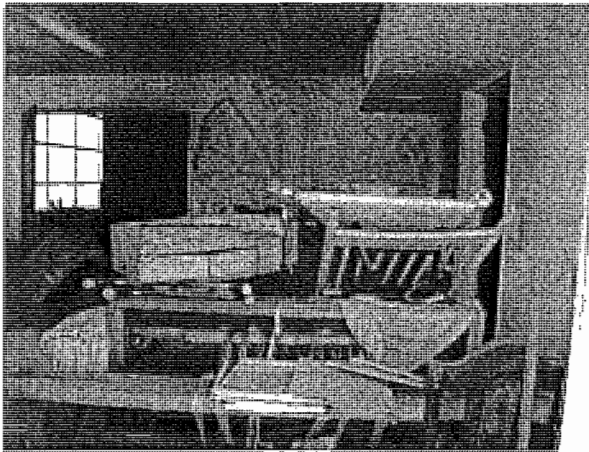
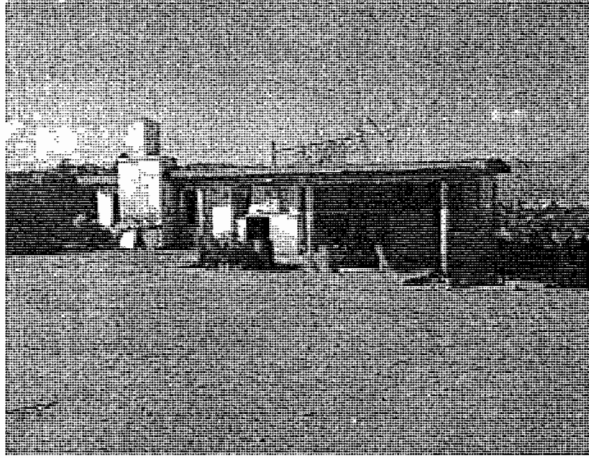
7775 Elk Trail – Secured broken window, doors, hazardous conditions, dispose of trash/debris



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

**Before & After**

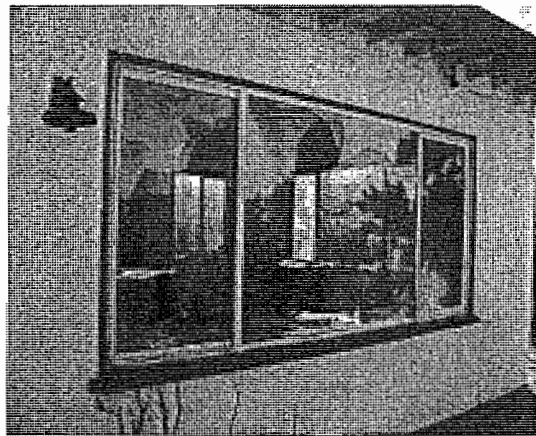
8111 Hopi - Secured broken window, doors, hazardous conditions, dispose of trash/debris



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

Before & After

8111 Hopi - Secured broken window, doors, hazardous conditions, dispose of trash/debris

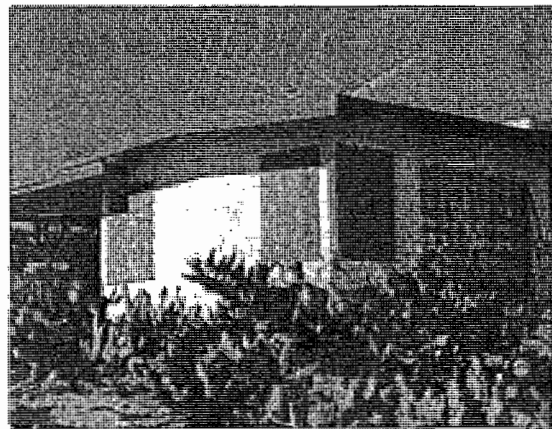
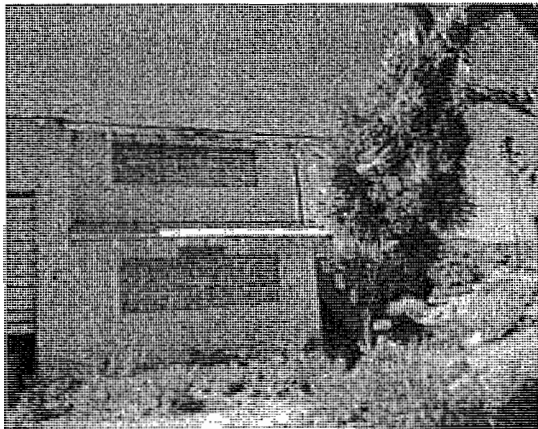
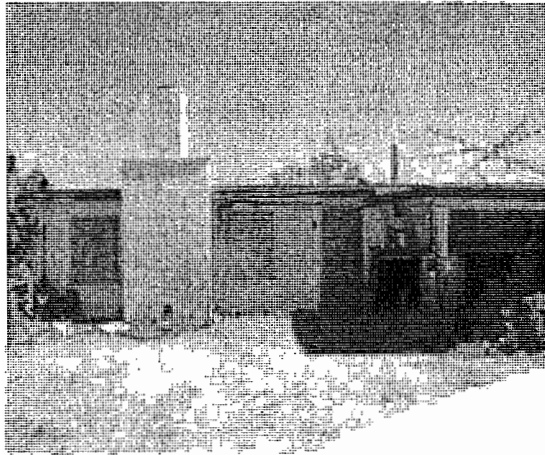


Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)



Before & After

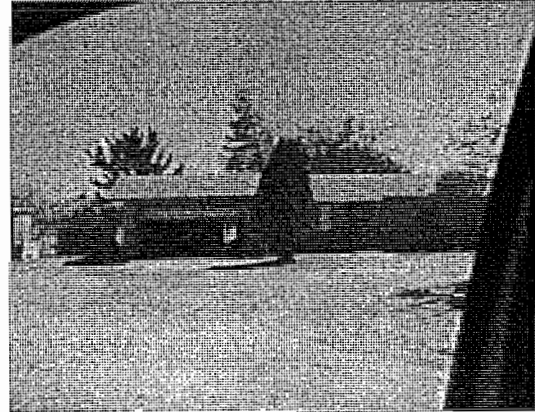
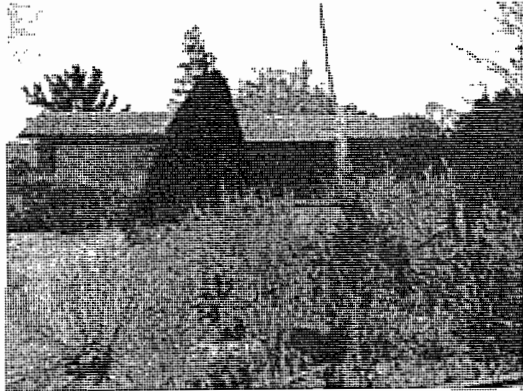
8111 Hopi - Secured broken window, doors, hazardous conditions, dispose of trash/debris



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

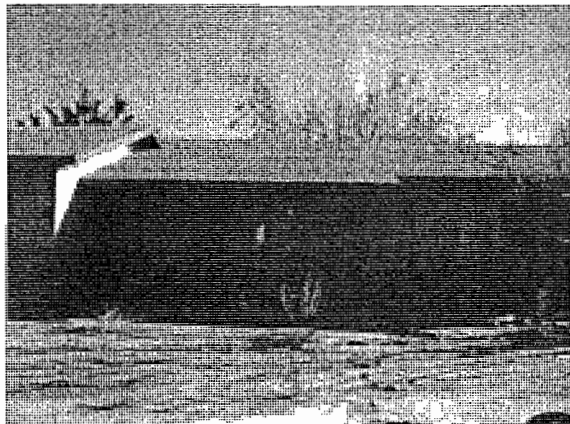
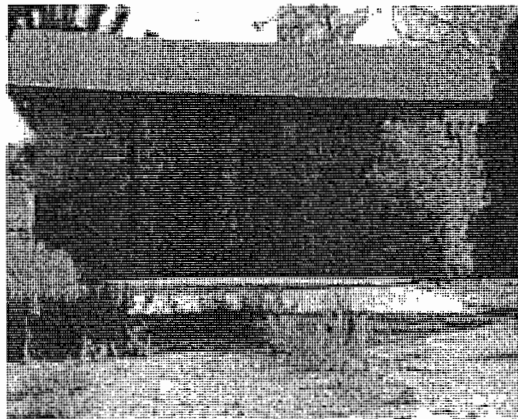
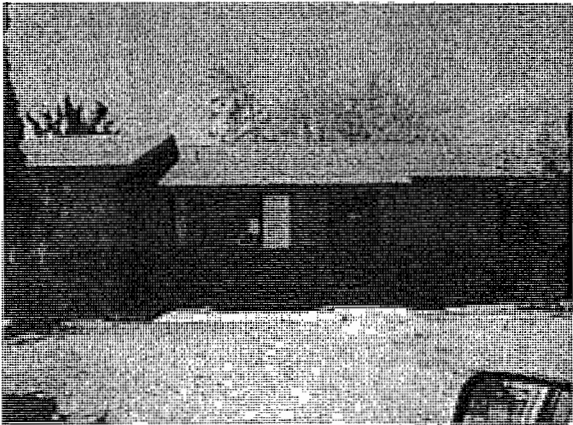
Before & After

~~56845 Little League~~ Secured broken window, doors, hazardous conditions, dispose of trash/debris-PAID



### Before & After

56845 Little League—Secured broken window, doors, hazardous conditions, dispose of trash/debris PAID



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

Before & After

6450 Fortuna – Secured broken window, doors, hazardous conditions, dispose of trash/debris

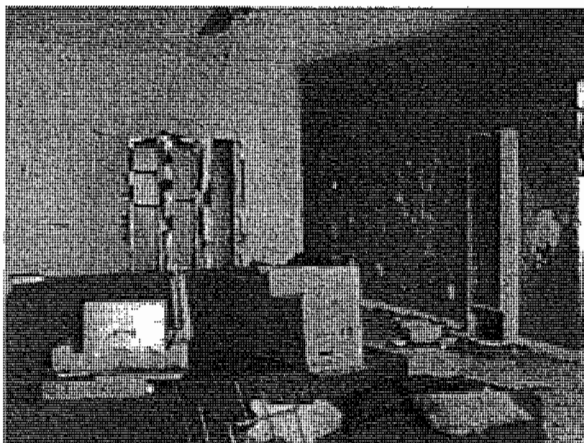
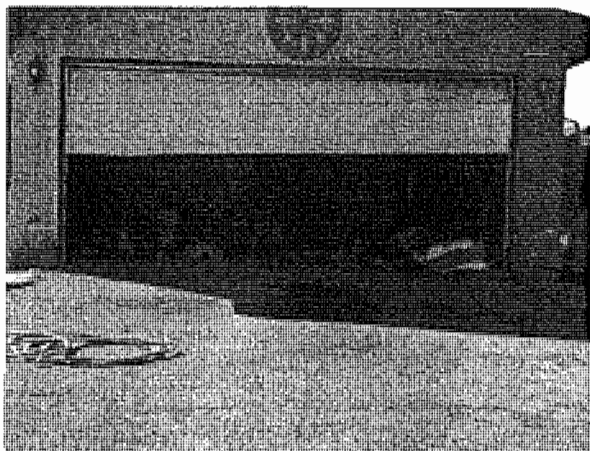


Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)



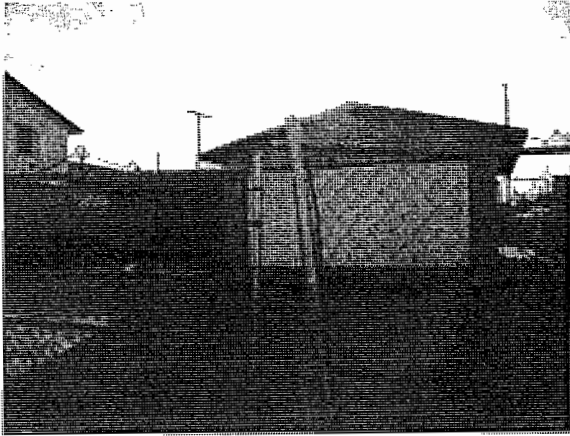
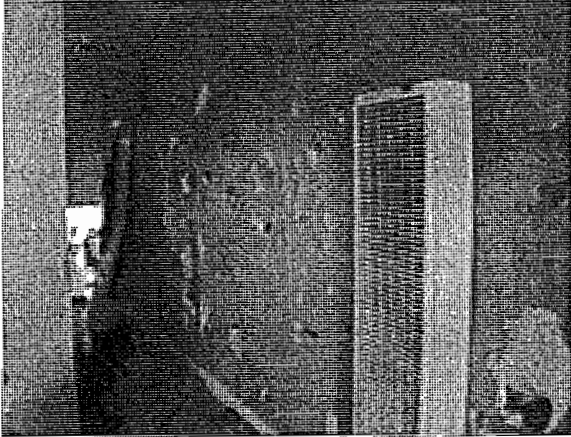
Before & After

6450 Fortuna – Secured broken window, doors, hazardous conditions, dispose of trash/debris



Before & After

6450 Fortuna – Secured broken window, doors, hazardous conditions, dispose of trash/debris



Attachment: Photographs for FY 2014-15 (1096 : Tax Liens for Public Nuisance Abatement FY 14/15)

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Town Manager

**Date:** June 10, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Morongo Basin Pathway Citizen Effort Update

**Recommendation:**

That the Council:

- Receive and file an update of recent citizen efforts related to a basin wide bicycle pathway concept.
- Consider providing general support toward the concept vision.
- Direct staff to assist in the calling of a basin-wide annual transportation agency meeting, and request that the vision be shared as an agenda item for further discussion.

**Prior Review**

None for this item.

**Order of Procedure**

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

**Discussion**

Over the past few months, there has been wide interest in the initial visioning efforts related to a bicycle and pedestrian pathway project across the entire Morongo Basin. While many individuals have expressed a general interest in the concept, Mr. Greg Gilbert has taken the first steps in attempting to share the vision with the various political and regional organizations to gauge the level of support for further action.

Staff had the recent opportunity to meet with Mr. Gilbert and be introduced to general concept, and discuss what opportunities and challenges would accompany such an effort. While the scope of such an ambitious plan cannot be minimized, every great project starts with

a vision that excites, encourages and motivates the communities and region to action. Attached for the Council's review is a preliminary information sheet prepared by Mr. Gilbert regarding the concept.

#### Next Steps

At this juncture, staff is looking to Council to provide a statement of general support for the vision as well as direction to staff to provide coordination resources in the calling of an annual basin-wide transportation agency meeting of the various agencies responsible for transportation planning activities in the basin. These would include the cities, county, SANBAG, Caltrans, and others as appropriate. A presentation by Mr. Gilbert at such meeting would be the next logical step in sharing the vision and reconciling the vision with the related efforts that have taken place to date by the various agencies.

#### **Alternatives**

Decline to support the vision/concept at this time.

#### **Fiscal Impact**

None with this item.

#### **Attachments:**

Communication

Greg Gilbert  
8938 Balsa Avenue, Yucca Valley, CA 92284  
greggilbertcmc@roadrunner.com; H: 760-228-0321

May 26, 2015

Good Afternoon Mr. Yakimow and Mr. Luckino,

Since speaking with each of you, I have met with individuals across the Basin (some of the notables are listed below) concerning the possibility of a Basin-wide pedestrian/bicycle pathway. I'll refer to it as the Morongo Basin Pathway (MBP) for now. Everyone I've spoken with has expressed hope that such a path would become a reality, and there is a general feeling that the stars have never been so aligned for such an endeavor. Moreover, there is a general willingness to step forward and contribute to bringing this project to fruition. I've learned a lot about bicycle paths in the past several weeks; particularly what such a path might be like in the Morongo Basin, and most encouraging is that funding may be available. While many people have provided useful information, I am especially grateful to George Huntington, Randy Councell, and Frazier Haney.

Here is a summation of what I have learned.

**Routes:**

- General Overview: consensus is that MBP be guided by a "Gateway" philosophy and, thus, that it form a loop that connects the communities of Morongo Valley, Yucca Valley, Joshua Tree, and Twentynine Palms to the Base and to Joshua Tree National Park, utilizing the Park's east and west entrances, possibly looping through the Park, a stated desire of the present Superintendent, David Smith.
- The City of Twentynine Palms has already established a plan to connect their city's bike path to the eastern entrance of JTNP and to the Base. In fact, the city is making steady progress on constructing pathways that travel throughout their communities, including safe trails to local schools. They have more work to do, but it is possible that a Basin-wide approach, such as MBP, could help provide the resources necessary for them to finalize links to the Base and the Park's east entrance. A paved bike path on Two Mile Road heads west out of Twentynine Palms and offers a good point of connection for the remainder of the Basin.
- Routes to CMC and Indian Cove Campground: By coming west from Twentynine Palms on Two Mile Road, one would proceed to Lear Road. Here is where MBP could jog in two directions; a spur to CMC would continue west to Mantonya Road and then west on Sunnyslope Drive to the college. To not take the CMC spur, one would simply continue south on Lear, jog west on Gorgonio, then south on Indian Cove Road.
- Route to Joshua Tree and the Park's west entrance: Proceed south on Indian Cove Road across the highway and then travel west on Sullivan. At some point MBP would need to transfer over to Cottonwood Drive, which would run south of the hospital and eventually arrive at Park Avenue in Joshua Tree. At this point, the recommendation is to widen Park Avenue, create a dedicated bike lane with some form of barriers that would not impede wildlife movement, perhaps like the standing fence of reflectors on Highway 62 in Morongo Valley, and proceed the seven miles south to the Park's western entrance.
- Route to Yucca Valley: Several ideas have been put forward. One is to widen Alta Loma Drive with a dedicated bike lane, again with barriers that do not interfere with wildlife migrations. Another is to

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establish a lane on the south side of Highway 62 along the utility right-of-way and investigate if utilities would allow such and about the possibility of tapping into the utility right-of-ways for a water stops. A third suggestion involves a path on Sunnyslope Drive west to Country Club to Hawk's Landing.

- Route to Morongo Valley: A Mohave Land Trust wildlands corridor runs along the north/west side of highway 62 from Yucca Valley to the shooting range, and the MBP may be able to follow the power line road. Such a pathway could run parallel to the highway to the village.
- For safety reasons, there is a general consensus that MBP not be on the roadway of Highway 62 but be a separate and independent system, even, perhaps, utilizing various rural roads and washes. There is also the suggestion that local municipalities establish links to the path, spurs that support tourism and commerce. This approach is consistent with the 4<sup>th</sup> goal in the Twentynine Palms "Community Trails Master Plan": "Integrate the citywide trails system into the desert landscape while protecting key natural resources."
- Distance. Based on a quick distance calculation on Google Maps, it appears that a trail that runs from the Morongo Valley village to Yucca Valley, Joshua Tree, the west entrance of JTNP, through the Park to the east entrance in Twentynine Palms and back around to Two Mile Rd with a spur to CMC and a primary route to Indian Cove and back to Joshua Tree would be roughly 75 miles, an ambitious distance but certainly not unheard of for paved pathways.

**Costs:**

(According to SANBAG)

- Class One Pathway (separate paved pathway) \$1 million per mile
- Class Two Pathway (stenciled dedicated lane along roadway) \$50 thousand per mile

(According to ATP)

- Based on their construction of the Class 1 Humboldt Bay Trail: 3.2 miles for \$3.1 million.

**Benefits:**

- Research suggests that monetary gains significantly outweigh costs. Benefits to health are substantial, both in terms of general well being and savings related to healthcare. One government study in North Carolina states: "The *annual* economic impact of cyclists (\$60 million) is estimated to be almost nine times greater than the one-time expenditure of public funds to construct the bicycle facilities."
- A Gateway pathway would breathe a unifying sense of new life into the Basin's identity, its general health and overall economy.

**Funding Sources:** There are numerous possibilities:

- The Active Transportation Program (ATP), has already funded millions of dollars of pedestrian/bicycle pathways throughout California. They will begin Cycle III in about a year. Our contact there is Ronald Akers. He has forwarded links and a document (see attached) that I have included here for your consideration. He is available for calls and emails. While this program waives matches for communities that are economically challenged, it is a reimbursement program for eligible expenses. I would just add that a review of its criteria and nine narrative questions tells me that the Morongo Basin is an excellent candidate for this program.

Greg Gilbert  
8938 Balsa Avenue, Yucca Valley, CA 92284  
[greggilbertcmc@roadrunner.com](mailto:greggilbertcmc@roadrunner.com); H: 760-228-0321

- SANBAG "IMPROVEMENT TO TRANSIT ACCESS FOR CYCLISTS AND PEDESTRIANS FINAL REPORT NOVEMBER 2012," beginning page 229-250 offers a significant list of local, state, federal, and private grants.
- Federal Highway Administration also funds pedestrian/bicycle pathways.
- Numerous local sources would contribute to maintenance (service clubs, municipal plans, chambers, etc.)

**Key individuals with whom I've spoken:**

- George Huntington, Mayor, Yucca Valley
- Curtis Yakimow, Town Manager, Yucca Valley
- Frank Luckino, City Manager, Twentynine Palms
- Randy Councill, Director of Parks and Recreation, Twentynine Palms
- Jeff Cummings, Copper Mountain College, Superintendent/President
- Tom Baumgarten, Superintendent, Morongo Unified School District
- David Smith, Superintendent, Joshua Tree National Park
- Frazier Haney, Director, Mojave Land Trust
- Jim Ricker, Civilian Contact, 29 Palms MCAGCC Marine Base
- Kristina L. Becker, Community Liaison Marine Air Ground Task Force Training Command, MCAGCC
- Gary Benedict, long time bicycle enthusiast and local bike trails advocate
- David Cooper (via email), long time bicycle enthusiast and local bike trails advocate
- Stephen Martinez, Transportation Analyst II, County of San Bernardino

ion (1113 : Morongo Bicycle Path)

There are many organizations and individuals I have not contacted, some who will undoubtedly become important to the project in due course, but I did not want to get ahead of the process. (MAC, BLM, CHP, SBSO, Caltrans, HDMC, BW Foundation, SANBAG, Congressman Cook, Assemblyman Mayes, Supervisor Ramos, various local public and private organizations, etc. – plus Tortoise Rock Casino which I'm told may have an interest in contributing to such a project.) If the project does go forward, I'm confident that there will be an appropriate timeframes for making such contacts.

**An offer:** Copper Mountain College is prepared to provide space for an initial steering committee meeting, if that is your desire.

**A final note:** My personal commitment is one of service. I am retired and eager to see the Basin benefit from the establishment of such a pathway. To that end my intention is to help establish the impetus for such an endeavor and to assist as is deemed appropriate by those overseeing the project. In speaking with the above individuals, I've seen that there is a sense of expectancy, a general hope that this project will become a reality. I'd like to help make that happen.

Sincerely,  
Greg Gilbert

Greg Gilbert  
 8938 Balsa Avenue, Yucca Valley, CA 92284  
[greggilbertcmc@roadrunner.com](mailto:greggilbertcmc@roadrunner.com); H: 760-228-0321

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Email exchanges with ATP (read top-down):

**From:** Greg Gilbert [<mailto:greggilbertcmc@roadrunner.com>]  
**Sent:** Saturday, May 09, 2015 10:16 AM  
**To:** McWilliam, Teresa RS@DOT  
**Subject:** Query from the Morongo Basin

Dear Ms. McWilliam,

My name is Greg Gilbert, and I live in the Morongo Basin, a gateway community to Joshua Tree National Park. I am a retired English professor and now a trustee at Copper Mountain College. Recently, after listening to students and others discuss how they wished there was a bicycle path to the college, I began, as a private citizen, to investigate the possibility. Because our high desert basin is comprised of several municipalities (Yucca Valley, Joshua Tree, Twentynine Palms, plus our local Marine Base and Joshua Tree National Park), I have been traveling the area to determine if there would be support for a local coalition of elected and civic leaders to develop such a plan – and I’m finding that there is. In speaking with Yucca Valley’s Town Manager several days ago, I learned of ATP, but when I visited the website, I saw that we had just missed the most recent set of workshops for Cycle 2. My hope, therefore, is that there will be a Cycle 3, perhaps beginning next March, and if with your guidance we could prepare a competent and competitive application.

I know that the creation of such pathways must present complex challenges, but we feel well positioned to begin a planning process. There are vast areas of undeveloped land along our main highway, and short distances off the main road are scenic vistas and, of course, our National Park. We have a sunny but moderate high desert climate that supports active lifestyles, but there are no places to bicycle. Because we are a financially disadvantaged community, I believe that such a trail would be an enormous boon to our local economy, building on healthy life styles and attracting businesses supportive of active living.

Given our location and local support to establish a steering committee representative of all relevant municipalities and key players, might yet begin a constructive dialogue with your office? As I see it, such a pathway would be an enormous benefit to our community.

Sincerely,  
 Greg Gilbert  
 H: 760-228-0321  
[greggilbertcmc@roadrunner.com](mailto:greggilbertcmc@roadrunner.com)  
 8938 Balsa Avenue  
 Yucca Valley, CA 92284

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 Mr. Gilbert- Yes we do anticipate having our next ATP Call for projects next year. We are not sure if it begin in March or if it will be later next year.

I’m not sure if the location that you are describing is located in our District 7 or District 8 area. I have forwarded this response to both of those ATP contacts. You should hear from Dale or Ron as to which one is your local contact.

tion (1113 : Morongo Bicycle Path)



Greg Gilbert  
 8938 Balsa Avenue, Yucca Valley, CA 92284  
[greggilbertcmc@roadrunner.com](mailto:greggilbertcmc@roadrunner.com); H: 760-228-0321

If you want to be added to the ATP e-mail contact list please e-mail [mary.hartegan@dot.ca.gov](mailto:mary.hartegan@dot.ca.gov)

**Teresa McWilliam**

Program Manager, Active Transportation Program (ATP)

**Districts 6, 7, 8, 9, 11 & 12**

Phone #: 916-653-0328

Cell #: 916-798-4799

Fax #: 916-653-1905

e-mail: [teresa.mcwilliam@dot.ca.gov](mailto:teresa.mcwilliam@dot.ca.gov)

For more ATP information go to:

<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.htm>

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**From:** [Akers, Ronald E@DOT](mailto:Akers, Ronald E@DOT)

**Sent:** Thursday, May 21, 2015 12:26 PM

**To:** [Greg Gilbert](#)

**Subject:** RE: Request to be on ATP e-mail contact list.

Hi Greg,

Please review the attachment and the 3 links I sent. For now you may email me your questions, If I cannot answer I can forward to the appropriate Engineer.

<http://www.catc.ca.gov/programs/ATP.htm>

<http://www.dot.ca.gov/hq/LocalPrograms/atp/documents/2015/ATP-Cycle2-AppInstructionsGuidance.pdf>

<http://www.dot.ca.gov/hq/LocalPrograms/atp/documents/2015/ATP-Cycle2-PART-BandC-AppInstructions.pdf>

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Debra Breidenbach, Human Resources Manager

**Date:** June 8, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Paid Sick Leave Policy

**Recommendation:**

That the Town Council review and approve the proposed policy for Paid Sick Leave.

**Prior Review**

There has been no prior review on this matter.

**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)

**Background**

On August 18, 1994, the Town Council approved the first version of the Personnel Rules and Regulations for employees. Paid Sick Leave was established for employees at that time and that benefit has carried over through each revision of the Rules and Regulations. In the original document and subsequent updates throughout the years, part time employees were not identified for paid sick leave.

In 2014, Assembly Bill 1522 - Healthy Workplaces, Healthy Families Act of 2014 passed requiring that all employers provide paid sick leave to all part-time, temporary and seasonal staff at the accrual rate of one hour of sick leave for every 30 hours worked, up to a minimum of three (3) days or twenty-four (24) hours of paid sick leave provided in a twelve (12) month period.

An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is only

allowed to use up to a maximum of three (3) days or twenty-four (24) hours of paid sick leave in a twelve (12) month period. An employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours.

In accordance with the Town's policy, an employee may use their accrued leave for one of the following reasons:

- Diagnosis, care or treatment of an employee's existing health condition or preventative care;
- Diagnosis, care or treatment of an existing health condition or preventative care for an employee's family member;
- Obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking.

For full-time employees, accrued unused sick leave may be carried over into the next calendar year. With the exception of retirement, unused sick leave is forfeited upon separation from the Town. At retirement, an employee who is eligible under the California Public Employees Retirement System (CalPERS), shall have all unused sick leave converted to service credit.

For part-time employees, unused sick leave is forfeited upon separation from the Town. If an employee separates from the Town and is rehired by the Town within one year of the date of separation, previously unused accrued sick leave hours shall be reinstated.

**Alternatives**

None.

**Fiscal Impact**

The potential estimated maximum accrual cost to the Town for part-time, seasonal or temporary staff is estimated at \$7,500 annually, or \$15,000 for the maximum accrual period.

**Attachments:**

Paid Sick Leave Policy Final 06012015

Part-time sick leave accrual cost estimation 06162015

**TOWN OF YUCCA VALLEY  
PAID SICK LEAVE POLICY STATEMENT**

General Subject:  
Paid Sick Leave Policy

Policy Number: 7.2.10  
Date Issued: June 1, 2015  
Effective Date: June 16, 2015

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

**PURPOSE:**

Paid Sick Leave is intended to provide continuity of income to the employee in the event of health related issues that prevent the employee from working his or her regularly scheduled shifts.

**USES:**

Paid Sick Leave may be used for the following reasons:

- For the employee’s own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:
  - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parents.);
  - Spouse or Registered Domestic Partner;
  - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parents when the employee was a minor child.);
  - Grandparent;
  - Grandchild;
  - Sibling.
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need of such services:
  - A temporary restraining order or restraining order;
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children;

Attachment: Paid Sick Leave Policy Final 06012015 (1097 : Paid Sick Leave Policy)

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

**ACCUMULATION:**

Paid Sick Leave begins to accrue on the first day of employment for all employees. Accrual rates are as follows:

- Full-time regular employees are eligible to receive up to twelve (12) paid sick days at an accrual rate of 3.70 hours per pay period.
- Part-time regular and temporary, seasonal employees are eligible to accrue one (1) hour per every thirty hours worked. An employee can only accrue paid sick leave up to a cap of six (6) days or forty-eight (48) hours. Any unused accrued paid sick leave will carryover year to year while continuously employed, up to a maximum of 48 hours. The employee must have been employed more than 30 days. (Assembly Bill 1522 – Healthy Workplaces, Healthy Families Act of 2014, effective July 1, 2015).

**ELIGIBILITY:**

Employees are eligible to take any accrued sick leave available.

**REPORTING PROCESS:**

Anticipated absences should be reported to the employee’s supervisor (or designated representative) as early as possible before the start of his/her shift. If an absence due to illness or disability extends beyond three (3) or more consecutive days, a doctor’s note may be required on the day he/she returns to work. Additionally, before returning to regular duties, an employee may meet with their supervisor and the Human Resources Manager to discuss any limitations or accommodations that the physician may have recommended.

**UNUSED SICK LEAVE:**

For full-time employees, accrued unused sick leave may be carried over into the next calendar year. With the exception of retirement, unused sick leave is forfeited upon separation from the Town. At retirement, an employee who is eligible under the California Public Employees Retirement System (CalPERS), shall have all unused sick leave converted to service credit.

For part-time employees, unused sick leave is forfeited upon separation from the Town. If an employee separates from the Town and is rehired by the Town within one year of the date of separation, previously unused accrued sick leave hours shall be reinstated.

Paid sick leave will not be considered hours worked for purposes of overtime calculation.

**APPROVAL, REVISION & CANCELLATION:**

All revision requests will be forwarded to the Town Manager via your supervisor.

Position	Rate	First Year Impact	Maximum Accrual
Recreation Leader I	\$ 9.93	\$ 238.32	\$ 476.64
Recreation Leader I	\$ 10.18	\$ 244.32	\$ 488.64
Recreation Leader I	\$ 10.18	\$ 244.32	\$ 488.64
Recreation Leader I	\$ 10.44	\$ 250.56	\$ 501.12
Recreation Leader I	\$ 10.44	\$ 250.56	\$ 501.12
Recreation Assistant	\$ 9.22	\$ 221.20	\$ 442.41
Facilities Maintenance	\$ 13.06	\$ 313.44	\$ 626.88
Facilities Maintenance	\$ 13.06	\$ 313.44	\$ 626.88
Facilities Maintenance	\$ 14.42	\$ 346.08	\$ 692.16
Facilities Maintenance	\$ 14.06	\$ 337.44	\$ 674.88
Facilities Maintenance	\$ 12.74	\$ 305.76	\$ 611.52
Facilities Maintenance	\$ 14.06	\$ 337.44	\$ 674.88
Kennel Technician	\$ 14.06	\$ 337.52	\$ 675.05
Kennel Technician	\$ 13.06	\$ 313.44	\$ 626.88
Aquatics Manager	\$ 18.05	\$ 433.17	\$ 866.34
Asst. Aquatics Manager	\$ 15.55	\$ 373.11	\$ 746.22
WSI	\$ 13.37	\$ 320.91	\$ 641.81
WSI	\$ 11.25	\$ 269.97	\$ 539.94
WSI	\$ 11.25	\$ 269.97	\$ 539.94
WSI	\$ 10.97	\$ 263.38	\$ 526.77
WSI	\$ 10.97	\$ 263.38	\$ 526.77
WSI	\$ 10.97	\$ 263.38	\$ 526.77
Lifeguard	\$ 9.93	\$ 238.44	\$ 476.88
Lifeguard	\$ 9.93	\$ 238.44	\$ 476.88
Lifeguard	\$ 9.93	\$ 238.44	\$ 476.88
Lifeguard	\$ 9.93	\$ 238.44	\$ 476.88
Office Assistant	\$ 13.39	\$ 321.36	\$ 642.72
Total		\$ 7,786.23	\$ 15,572.46

Attachment: Part-time sick leave accrual cost estimation 06162015 (1097 : Paid Sick Leave Policy)

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
 Alex Qishta, Project Engineer  
**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Paradise Park Playground Improvements – Town Project No. 8048;  
 Authorization To Prepare Plans and Specifications; Planning Commission &  
 Parks, Recreation and Cultural Commission Joint Meeting

**Recommendation:**

That the Town Council receives the report, provides direction to staff on the desired improvement options and potential project phasing, and directs staff to proceed with preparation of plans and specifications.

**Prior Council Review:**

The Town Council has had no prior review of this item.

**Executive Summary:**

The Town has been allocated \$168,700 in State grant funds for improvements to Paradise Park. In addition, \$91,460 in Community Development Block Grant funds (CDBG) has been allocated to the Park, for a total allocation of \$260,160. Recreation staff held a Fun Day on February 7, 2015, and as part of that process surveyed participants in order to obtain feedback on desired improvements at the Park. A copy of the survey results is attached. Staff also identified potential improvements. The Planning and Parks, Recreation and Cultural Commissions held a joint meeting/workshop on May 12, 2015 to review the conceptual plans and provide input to the Town Council on desirable improvements to the Park.

**Order of Procedure:**

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



**Discussion:**

A preliminary improvement plan was prepared for the Park project, and various desired improvements were identified, including the following.

- New basketball court and demolition of the existing court
- Walking pathway around Park perimeter
- Various park benches/seating areas
- Shade cover construction by the playground area
- Low level light along walking path

On February 7, 2015, Recreation staff hosted Paradise Family Fun Day and solicited residents' view of improvements needed for the park. A summary of the highly desired improvements is below, and the full survey results are attached.

Shade Structure	79
Grass/Play Area	72
Walking Path	62
Full Court Basketball	22
Half-Court Basketball	17

Other improvements identified ranged from tether ball court, arcade, more swings, volleyball court, water park, to an arcade and a gym.

On May 12, 2015, the conceptual plans for Paradise Park were presented to the Planning and Parks, Recreation & Cultural Commissions. The Commissions provided input on a number of alternative improvements for the Park, and those alternatives are addressed below.

**Original Concept:**

The project to include the construction of two full basketball courts, a ball wall, concrete sidewalk/pathway with low intensity lighting, a shade structure by the playground, park benches placed along the sidewalk/pathway and ancillary improvements. The preliminary construction cost estimate for the original concept is as follows.

Construction of Two new Basketball Court (or other)	\$90,000
Construction of "Wall Ball"	\$30,000
Concrete sidewalk/pathway	\$42,000
Provide benches thru the park	\$3,000

Fencing Replacement	\$10,000
Low Intensity Lighting	\$15,000
Shade by Playground	\$40,000
Inspection, testing and survey	\$10,000
<b>Sub-Total Proposed Improvements:</b>	<b>\$240,000</b>

The Commissions discussed various modifications to the plan as presented.

- Design the pathway so that it is circular around the unimproved portion of the park, and separate playground users from sidewalk/pathway users;
- Elimination of the ball wall due to limited use and potential vandalism;
- Evaluate placement of small shade structures with the park benches along the sidewalk/pathway as an alternative to shade trees;
- Discussed the need and use for two full-sized basketball courts;
- Discussed the need for shade to be constructed over playground equipment;

While there have been previous discussions regarding the desire to provide some level of turf areas at neighborhood parks, the current state-wide drought and other factors, including on-going maintenance and water costs, are factors that must be considered in park renovation projects. Accordingly, it may be necessary to complete the full project in a phased approach. In doing so, the hardscape and shade structures elements of the project will be completed in the initial phase, while the turf and shade tree elements are planned for, but delayed until such time as environmental conditions allow such as the availability of recycled water, or a proposed turf swap arrangement.

Based upon all public input, available funding, and other considerations, the following outlines the recommended improvements for the Paradise Park Project.

**Phase 1 Improvement**

Construction of Two new Basketball Courts (or other)	\$90,000
Concrete sidewalk/pathway, revised	\$55,000
4-Shade Sails at Park Benches	\$8,000
Provide benches thru the park	\$3,000
Fencing Replacement	\$10,000
Low Intensity Lighting	\$15,000
Shade by Playground	\$40,000
Inspection, testing and survey	\$10,000
Construction Contingency	\$23,000

**Sub-Total Proposed Phase 1 Improvements: \$254,000**

**Phase 2 Alternative - Irrigation and turf installation**

Shade Tree Landscaping & Irrigation	\$178,000
Plans, Specs, inspection, Contingency	\$15,000
Inspection, testing and survey	<u>\$10,000</u>

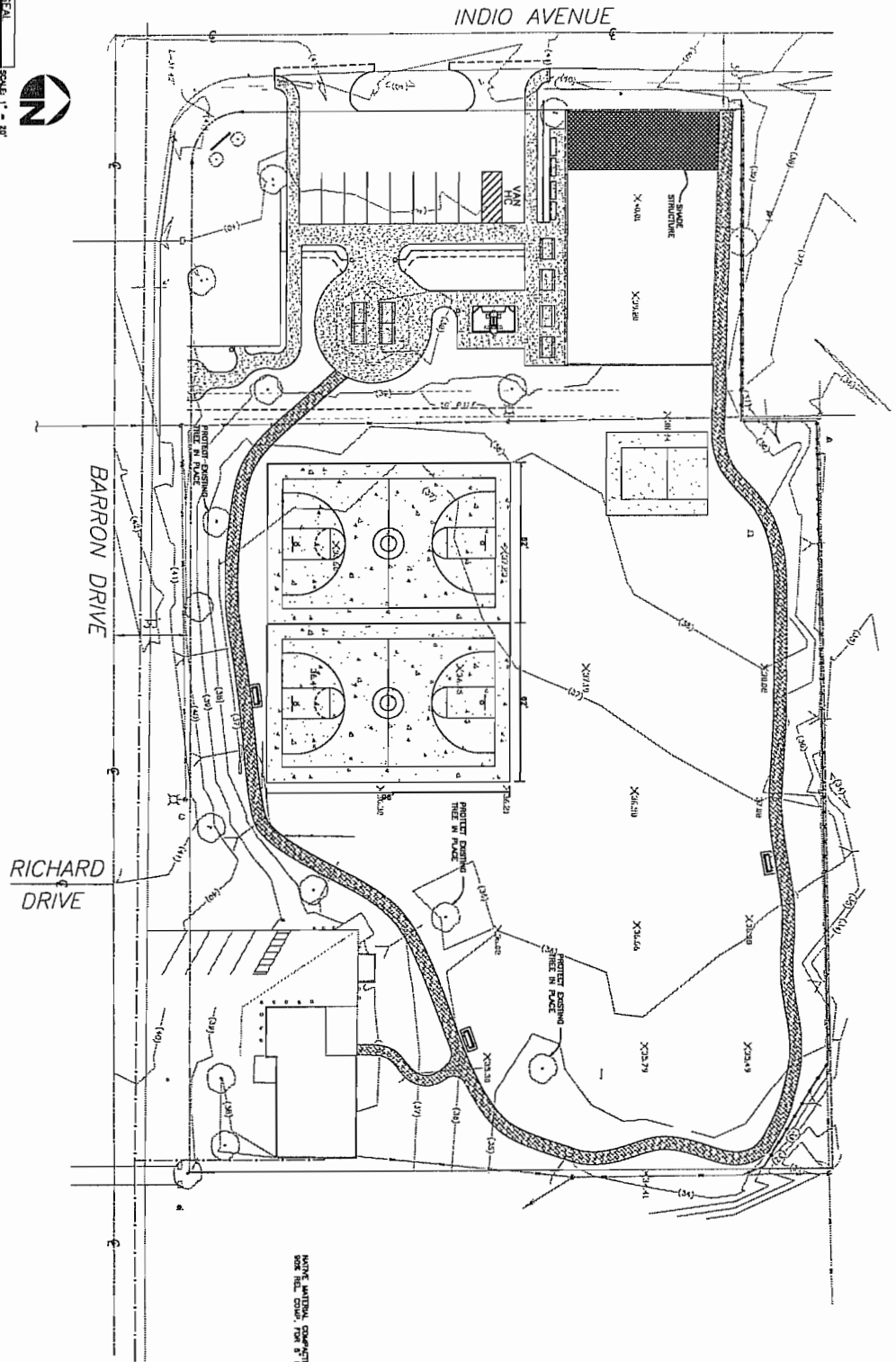
**Total Phase 2 Irrigation/Turf Improvements: \$203,000**

**Alternatives:** Direct staff to revise the conceptual plans to include other improvements as identified.

**Fiscal impact:** A total of \$260,160 in state grants and CDBG funds are allocated to this project. Approximately \$81,000 remains in the CDBG contingency account which has not been allocated to a project. The Capital Projects Reserve Budget (800) also contains \$25,000 allocated to the Paradise Park project. These funds have not been included in the project budget as design is not complete and these funds may provide flexibility for additional improvements based upon project bids.

**Attachments:**

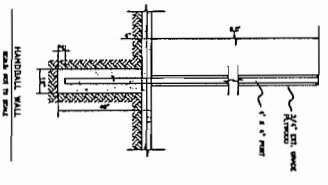
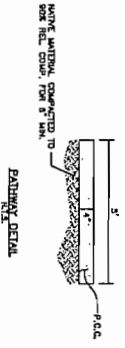
Paradise Park Improvement Plans  
Paradise Family Fun Day Survey Results  
Draft PC/PRCC Minutes of May 12, 2015



INDIO AVENUE

BARON DRIVE

RICHARD DRIVE



BENCH MARK NO.

REVISIONS

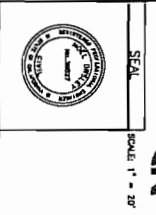
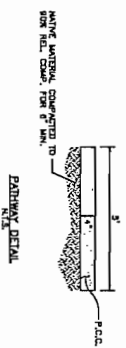
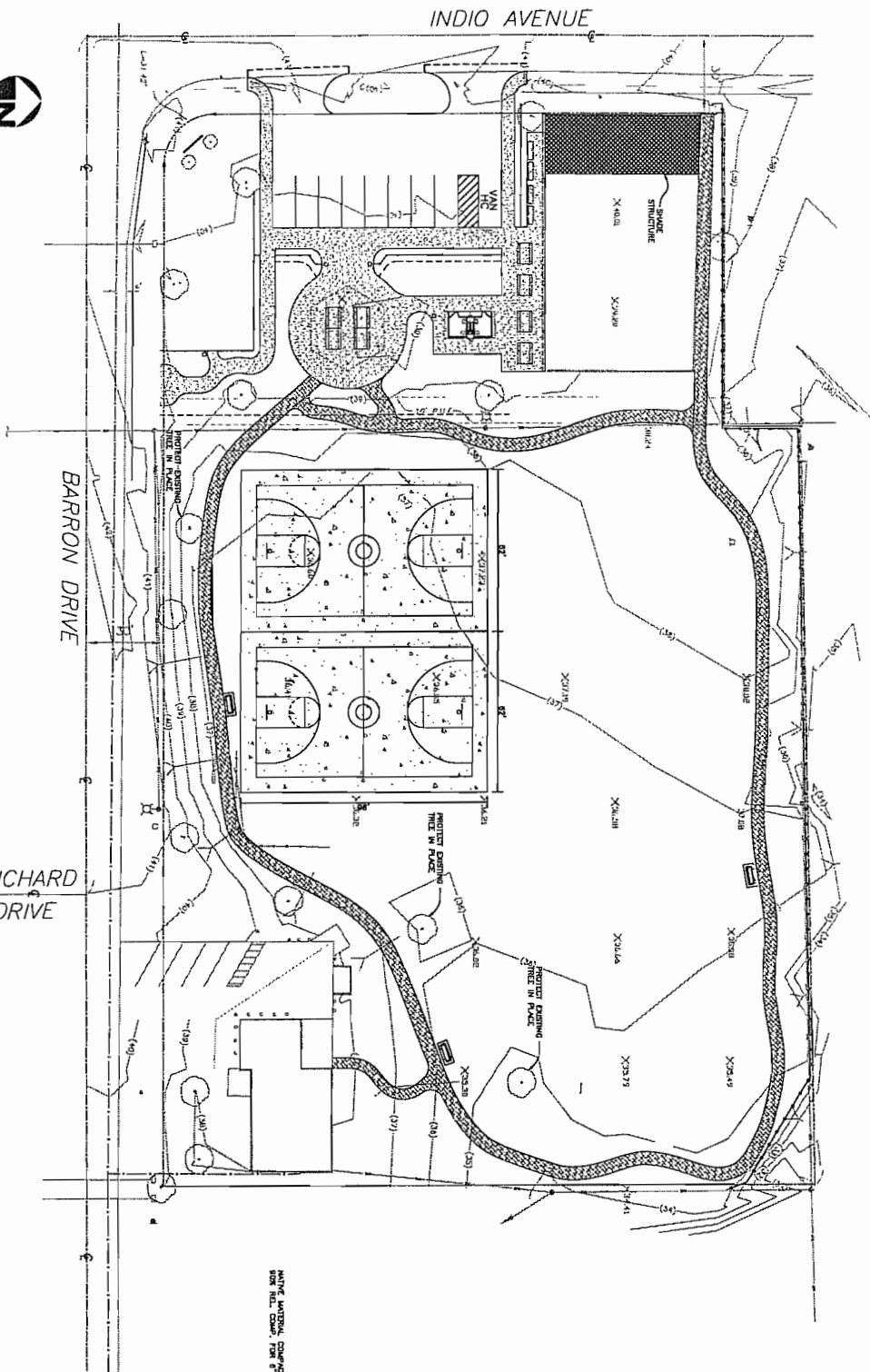
MRO ENGINEERING

APPROVED BY:

TOWN OF YUCCA VALLEY

PARADISE PARK  
SITE IMPROVEMENT PLAN

SHEET 1



BENCH MARK NO.

REVISIONS

NO.	DATE	DESCRIPTION

NINO ENGINEERING  
 1750 S. BARRON DR., SUITE 100  
 P.O. BOX 100, SAN JOSE, CA 95128  
 (408) 261-1234 FAX: (408) 261-1235  
 WWW.NINOE.COM  
 PREPARED UNDER THE SUPERVISION OF:  
 NINO ENGINEER (REG. NO. 47208) DATE: \_\_\_\_\_

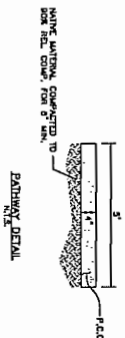
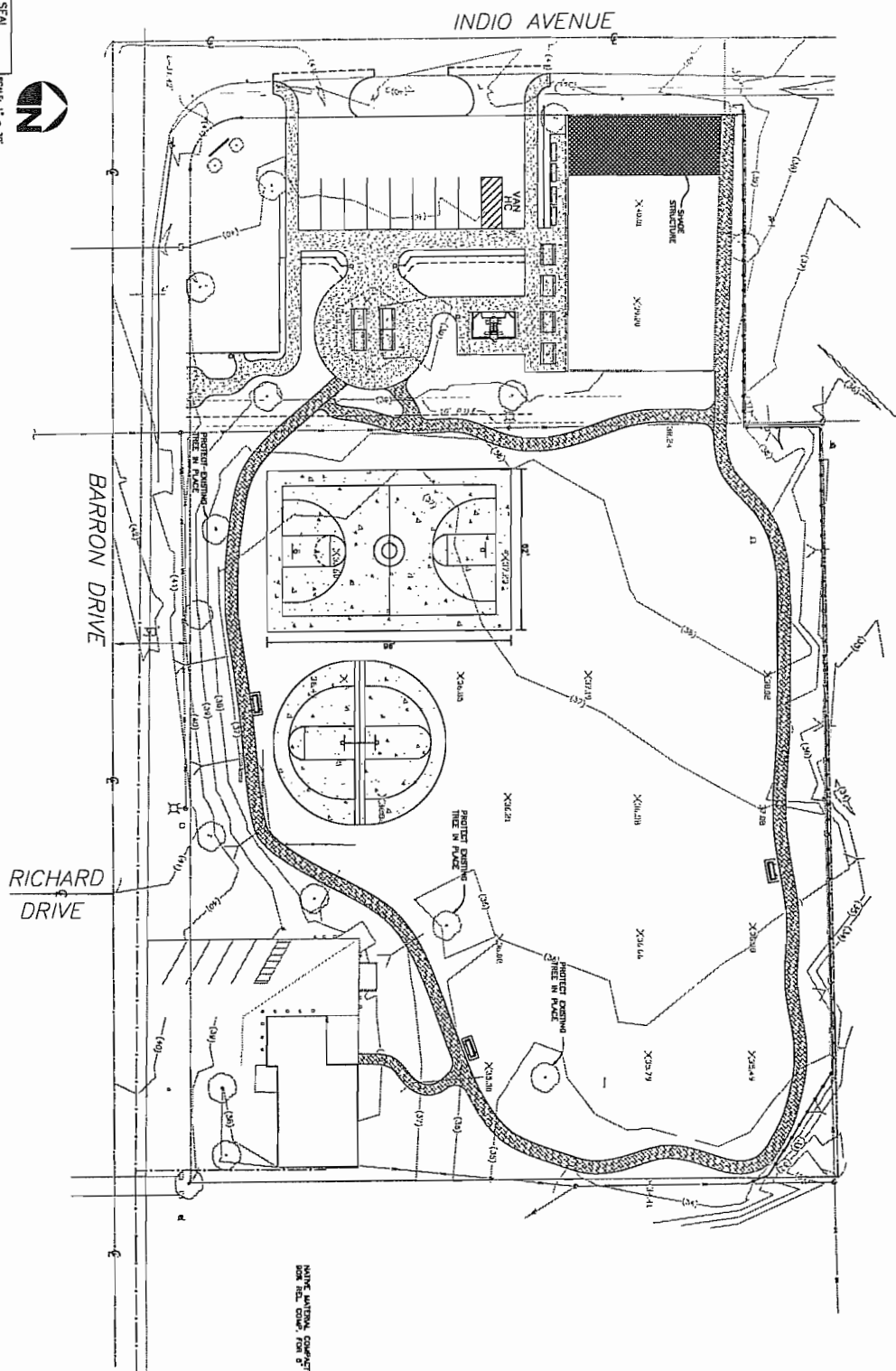


APPROVED BY:  
 \_\_\_\_\_  
 TOWN ENGINEER  
 RECOMMENDED BY:  
 \_\_\_\_\_  
 TOWN ENGINEER

TOWN OF YUCCA VALLEY

PARADISE PARK  
 SITE IMPROVEMENT PLAN

SHEET  
 1  
 OF 1 SHEETS  
 DRAWING NO.



BENCH MARK NO. \_\_\_\_\_

**REVISIONS**

DATE  
BY  
REVISION

NGO Engineering  
10015 SERRANO ST. # 200  
SAN JOSE, CA 95128  
PH: 415.351.3333  
WWW.NGOENGINERING.COM

APPROVED BY: \_\_\_\_\_



APPROVED BY: \_\_\_\_\_

TOWN OF YUCCA VALLEY  
PARADISE PARK  
SITE IMPROVEMENT PLAN

SHEET 1 OF 4  
DRAWING NO. \_\_\_\_\_

## Paradise Family Fun Day Survey Results

Date of Event:	February 7, 2015
Total Number of Surveys:	113
Time of Event:	10:00 AM to 2:00 PM
Total Number of Attendees:	120

Shade Structure:	79
Walking Path:	62
Grass/Play Area:	72
Full Court:	22
Half Court:	17
Other:	58
Skate Park:	4
Lights:	6
Water Fountains:	2
Pool:	12
Kids Basketball Court	3
Working Bathrooms:	1
25 MPH Speed Limit on Barron:	1
Toddler Play Equipment:	1
Tether Ball Court:	4
Arcade:	4
Hot Dog Stand:	1
More Swings:	2
Volleyball Court:	2
Bounce House:	1
Water Park:	5
More Slides:	1
Bigger Playground:	1
Bigger Bathrooms:	1
Speed Bumps:	1
Arcade:	4
Gym:	1



TOWN OF YUCCA VALLEY  
JOINT PLANNING COMMISSION/PARKS, RECREATION  
AND CULTURAL COMMISSION MINUTES  
May 12, 2015

Chair Bridenstine called the regular meeting of the Yucca Valley Planning Commission to order at 6:00 p.m.

Commissioners present were:

- Jeff Drozd, Commissioner, Planning Commission
- Jeff Evans, Commissioner, Planning Commission
- Charles McHenry, Commissioner, Planning Commission
- Steve Whitten, Vice Chair, Planning Commission
- Vickie Bridenstine, Chair, Planning Commission

- Gregory Hill, Commissioner, Parks Recreation and Cultural Commission
- Eric Quander, Commissioner, Parks Recreation and Cultural Commission
- Laurine Silver, Commissioner, Parks Recreation and Cultural Commission
- Ed Keesling, Vice Chair, Parks Recreation and Cultural Commission
- Randy Eigner, Chair, Parks Recreation and Cultural Commission

Town of Yucca Valley Staff present were:

- Shane Stueckle, Deputy Town Manager
- Alex Qishta, Project Engineer
- Sue Earnest, Community Services Manager
- Diane Olsen, Planning Technician
- Allison Brucker, Planning Secretary

The Pledge of Allegiance was led by Chair Bridenstine

**APPROVAL OF AGENDA**

**MOTION**

That the Commission approve the agenda.

- RESULT:** APPROVED [UNANIMOUS]
- MOVER:** Steven Whitten, Vice Chairman
- SECONDER:** Jeff Evans, Commissioner
- AYES:** Drozd, Evans, McHenry, Whitten, Bridenstine, Eigner, Hill, Keeling, Quander, Silver

Attachment: Draft PC/PRCC Minutes of May 12, 2015 (1104 : Paradise Park Playground Improvements)

**PUBLIC COMMENTS ON CONSENT AGENDA****PUBLIC HEARINGS****1. ACTIVE TRANSPORTATION PROGRAM (ATP)**

An overview of the Town's adopted plans, policies and implementation actions and available funding for the Active Transportation Program.

Deputy Town Manager Stueckle and Project Engineer Qishta provided the staff report. The intent of this item was to discuss potential projects which could be submitted to the Active Transportation Program, ATP, a competitive grant program offered by the State of California. Staff presented potential projects which staff thought had the best potential to score well and requested the Commission's input and direction. Staff had also actively advertised the meeting to solicit input from the community.

Staff identified four potentially high scoring projects which would encourage students walking to and from school. Those project included two projects near the Yucca Valley High School, one consisting of the installation of curb, gutter, handicap ramps and sidewalks on Onaga Trail from Palm Avenue West to Acoma Avenue, and the other consisting of the installation of curb, gutter, handicap ramps and sidewalks on Sage Avenue for Onaga Trail to Joshua Drive; one project near the Yucca Valley Elementary School consisting of the installation of curb, gutter, handicap ramps and sidewalk on Pueblo Trail from Hopi East to Deer Trail; and one near La Contenta Middle School consisting of the installation of curb, gutter, handicap ramps and sidewalks on and possible road widening on Yucca Trail from Palomar/Avalon East to La Contenta Road. Staff also provided an overview of how proposed projects would be scored.

Staff identified a potential recreational trail project, but they felt that it would be a low scoring project for the purposes of this grant. The specific trail project identified was along Yucca Creek, a major flood control channel from approximately Sage Avenue to the Boys and Girls club. The issues which would potential make this a low scoring project included the length of time required to reach an agreement with the San Bernardino Flood Control District, who own that portion of Yucca Creek, and the difficulty finding a trail head location. There is currently no pedestrian crossing for the creek at Sage Avenue. The Town will have to look into establishing a parking area near the Coyote BMX site, a pedestrian crossing across Sage Avenue and maintenance road access. Staff is working on this project, and while the lack of right of way and other issues make this a potentially low scoring project, long term this is the first multi-use trail project which can be implemented. Secondly and other potential Safe Routes to School project down Sage would allow the currently SRTS projects to link into the potential recreation trail project. Staff recommended keeping these projects as a high priority even if they are not successful with the grant.

Staff spoke about the potential for dedicated bike lanes. Dedicated bike lanes required a certain amount of road width, and most of the streets in Town developed under County jurisdiction do not have the necessary width. Also many of our road would need to be paved or repaired to make the suitable for bicycle use.

Chair Bridenstine opened the meeting to public comment on item 1.

#### **PUBLIC COMMENTS ON ITEM 1**

Gary Benedict, Joshua Tree, spoke in support of the potential projects. He was a long time Yucca Valley resident, and his son and daughter are current residents. He said that when his children were growing up in Yucca Valley, he didn't allow them to walk to school. He said that many of the Towns roads are unsafe to let your kids walk on. He spoke in support of the proposed Safe Routes to School projects and noted that Busses are not available for students living within two miles of the school. He noted that visibility on Yucca Trail in the early mornings is poor and that makes walking to La Contenta Middle School dangerous. He also spoke in support of connecting Safe Routes to School routes between schools.

#### **END PUBLIC COMMENT**

Commissioner Quander asked staff how many students would be using the proposed routes. Staff said that the current number of students walking varied from 3 students walking to La Contenta to about 40 walking to the High School. Staff said that if the Yucca Trail improvements were put in, they would expect the number of students walking to La Contenta to increase from 3 to 15.

Commissioner Quander also asked how these improvements would affect the disadvantaged in the community. Staff said that the grant application provides specific standards to established disadvantage communities and that some grant money was set aside specifically for disadvantaged communities. Staff will be going through the criteria for disadvantaged communities, including the percentage of students receiving free meals, to see if we meet them.

Commissioner Hill asked staff about the grant process and asked when staff was first made aware of the grant opportunity. Staff said that they were made aware of the grant during the first week of April.

Chair Bridenstine asked staff if the four projects identified were able to stand alone. Staff said that there was no maximum number of applications, and that the projects were able to stand alone.

Commissioner Evans said that the Safe Route to School improvements from Sage to the High School have been used by students and made traveling that area easier, but there are still issues on Onaga moving toward Yucca L, as there are some students walking in that area. Commissioner Evans asked staff if we have any numbers on pedestrian fatalities to support the grants question about how the proposed projects will reduce pedestrian fatalities. Staff said that they are currently working on gather information on pedestrian fatalities, but they were currently not aware of any happening in those areas.

Commissioner Whitten asked if the grant process varied from year to year or if it stayed the same. Staff said that this was cycle 2 of this this grant and that the process is more involved than previously application. Commissioner Whitten about having these kind of project ready to go in advance. Staff said that in recent experience additional criteria and added or modified in each grant cycle to make them more competitive. Additionally while keeping these kind of projects shelf ready will be preferable, it takes staffing resources and special studies that we don't currently have the resources to do.

Commissioner Whitten spoke about the emails which were submitted to the Commission provided community input on potential project, and said that Safe Routes to School projects were the most popular, with bike routes, trails and improved bus stops following. He also noted that there should be some consideration of the gaps in the sidewalks along Highway 62, and that to his knowledge the highways are the only locations with pedestrian fatalities. He said that Safe Routes to School should be the first priority with the sidewalks on Hwy 62 as the second, and that moving forward the Town should be careful about giving up space which might be needed later. Commissioner Whitten also said that the Town should look into trails which connect to our outer communities or merge with trails belonging to our neighboring communities. He also said that he would like to see more pedestrian improvements in the Paradise area.

Commissioner Quander said that it would wonderful to see safe walking routes to the identified bus stops in the Paradise area.

Commissioner Drozd also suggested that a lot of grants referred to free or reduced lunches. Staff said that they would check with the school district to get the correct numbers for free or reduce cost meals.

Commissioner McHenry asked staff about the possibility of putting in a cross walk across Yucca Trail heading South near La Contenta or a School Zone on Yucca Trail to reduce speeds while school is in session. Staff said that there are a number of issues on Yucca Trail. It has the highest traffic volume in town other than Hwy 62, and recent changes in traffic patterns have effected certain intersections. Staff is discussing evaluating Yucca Trail in both the short and long term. School zones can only be established adjacent to school property, so a school zone is not possible for that section of Yucca Trail, and that the installation of a cross walk requires traffic control

measure and ADA access. Currently the County has said that the Yucca Trail/La Contenta intersection does not meet the requirements for a four way stop. That intersection will continue to be monitored as part of the effort to bring safety measure in Town.

Commissioner Evans said that he had appreciation for off road routes, and noted that the grant talked about enhancing health. He asked what the current and future plans were for that kind of project.

Staff said that outdoor recreational activities is commonly tied into health. Staff provided an overview of potential trail projects as shown in the Master Trail Plan. Staff noted that many communities implement these kind of trail master plans along with development. Yucca Valley hasn't had the kind of development which would allow us to do that, and prior to incorporation the County did not lay out a trail plan for this area.

Chair Bridenstine spoke in support of a multi-use trail along Yucca Creek, and if the Town was able to connect it up Sage it would allow us to connect the recreational facilities such as the pool, the Community Center, Brehm Park, Tri-Valley Little League and the Girls and Boys Club. She would encourage us to do the work ahead of time for this project to make it ready for the next grant opportunity.

Chair Bridenstine opened the meeting to public comment on item 1.

#### **PUBLIC COMMENTS ON ITEM 1**

Gary Benedict, Joshua Tree, spoke in support of trails and bike routes. He said that he was a member of a cycling clubs, and offered to provide letters of support. He spoke in support of a multi-use trail by Yucca Creek, and said that any trails or walking areas you can tie together helps children, adults and visitors. He also suggested North Park as an off road riding and hiking area.

Sheela Hendrix, Yucca Valley, spoke in support of bike lanes. She said she is an avid cyclist and wants to leave Yucca Valley because of the lack of safe areas to ride bicycles. She said the area has a lot of potential, but bike lanes are required.

#### **CLOSE PUBLIC COMMENT**

Commissioner Whitten asked staff to explain the difference between bike routes and bike lanes. Staff said that routes are a limited option, which just marks out a bike route with signs, while bike lanes require enough road width to mark a dedicated lane. Yucca Valley does not have any significant lengths of connecting road way wide enough to create dedicated bike lanes.

**MOTION**

That the Commissions receive the presentation, and provide input to staff as deemed necessary based upon the presentation, available information and public participation.

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Jeff Evans, Commissioner

**SECONDER:** Eric Quander, Commissioner

**AYES:** Drozd, Evans, McHenry, Whitten, Bridenstine, Eigner, Hill, Keeling, Quander, Silver

**2. PARADISE PARK PLAYGROUND IMPROVEMENTS**

A request for authorization to prepare plans and specifications for the Paradise Park playground improvements.

**RECOMMENDATION:** That the Commissions approve the conceptual plans as presented and forwards that recommendation to the Town Council

Project Engineer Qishta and Deputy Town Manager Stueckle provided the staff report. \$260,160 in funds had been allocated for the improvement of Paradise Park. Recreation staff held a Paradise Park Fun Day event on February 7, 2015, and as part of that process surveyed participants in order to obtain feedback on desired improvements at the Park. Staff provided an overview of proposed improvements. Staff also said that while the addition of grass had been a desired improvement in the survey, and that the Town would like to have some portion of turf or sod in all of our parks in the future, the timing for the addition of turf with this improvement project was not ideal. The cost of adding turf and irrigation is high, and the issue of water conservation has to be taken into account given the current drought conditions. Staff had also had some conversations with Commissioners about the possibility of artificial turf, but there were technical issues that made it problematic. Staff's proposal included a walking trail, park benches, basketball courts, a shade structure by the playground, low intensity lighting and a ball wall.

**PUBLIC COMMENTS ON ITEM 2**

- Susan Simmons, Yucca Valley, spoke in support of shade sails as an alternative to trees.

**END PUBLIC COMMENTS**

Commissioner Quander, said that this project provides an opportunity to make this park more beautiful and valuable for the community. He approved of Ms. Simmons suggestion of shade sails, and spoke in support of making the space environmentally sustainable. I said that he would like to see some of the funds go to community programs at Paradise Park. Commissioner Quander noted that the proposed walking path might not be long enough for bicycles.

Commissioner Keesling asked staff to clarify the design for the shade structure. He spoke in support of expanding the shaded seating available at the park. He also spoke in support of shade sails rather than trees, and potentially getting artists to design the sails.

Commissioner Eigner, asked if there was any shade over the playground equipment, and if providing that had been discussed. Staff said that providing shade over the playground had not been considered for this project because of the size of the area. Commissioner Eigner clarified that he was referring to shade over the equipment only. Staff said that there had been internal discussion about playground equipment and the usability during the summer, and one of the issues discussed was orienting equipment so that the surfaces most commonly touched are not oriented to the west. Staff said that the issue of shade does need to be taken into consideration on future projects. Commissioner Eigner said that shade over playground equipment is a major issue, and expressed concern over the lack of shade over the equipment for this project.

Commissioner Whitten asked if there had been any consideration of making the walking trail a continuous loop. He said he thought having a continuous walking trail would be a valuable addition and thought that would be more valuable than having two basketball courts rather than one. He also expressed concern over the wall ball, and felt it would cause graffiti issues, and said that an area for chalk art might be a good idea. Commissioner Whitten also spoke in support of Xeriscaping to allow for landscaping that didn't require irrigation. He also said that a hard cover for the shade structure was preferable, as soft covers have to be replaced frequently. He also asked staff if there had been any analysis on the type of surface for the walking trail, and staff said that they had determined that concrete was the most appropriate. Commissioner Whitten also asked about adding additional shade or seating near the building in the south east corner of the property.

Community Services Manager Earnest provided some additional information. She stated that the most popular items requested in the survey were shade and grass, but that they understood the challenges associated with that. She also stated that the Recreation department held special events and community outreach at this location to help build a sense of community in the neighborhood. Community Services would like to have some turf at the park at some point in the future, and turf and soft surfaces can help facilitate these kinds of events. Community Services Manager Earnest said that currently, special events are held in the parking lot of the park, and the addition of the two basketball courts would provide a large flat surface, which they could be used for events. She spoke in support of creating a continuous loop trail, and stated that forgoing the ball wall and potentially adding some additional shade would be an option.

Commissioner Whitten also commented on soft surfaces, and said that recycled rubber might be an option.

Community Services Manager Earnest also spoke about the building on the site which serves as a neighborhood center and sheriff's substation. She said that they have some small community events at that building, but the building is oriented to the street, not to the park, and if you have an event there it is effectively limited to just that building and the neighboring small parking lot.

Because of this, events are more often held over near the playground area and the large parking lot.

Commissioner Evans spoke in support of the outreach programs at Paradise Park. He said that the efficient use of funds is vital. He said that the current water issues meant that adding turf, although it would be great to have. He spoke in support of adding shade sails and benches. He asked how many people use the two basketball courts at the Community Center, and how many would be expected to use the proposed courts at Paradise Park. He also asked if the wall ball was something which had been asked for by the residents, or if it had been staff's suggestion.

Community Services Manager Earnest said that the wall ball had not been one of the primary suggestions, but had been one of a number of suggestions which did not receive a large number of votes. She also said that basketball courts at the Community Center see a lot of use every night, and that many of the players are from near Paradise Park and walk to the Community Center to use the courts. The basketball courts would also provide a multi-use surface for events.

Commissioner Drozd spoke in support of the creation of a continuous loop trail, and said that the elimination of the ball wall would be the most obvious way to facilitate that.

Commissioner McHenry spoke in support of a continuous loop trail and eliminating the ball wall, and looking into shade sails. He spoke in support of the two basketball courts and said that he would like to see Community Care after school programs again.

Chair Bridenstine spoke in support of a continuous loop trail, and agreed that the ball wall was problematic. She would prefer the addition of shade sails by the benches.

#### **PUBLIC COMMENTS ON ITEM 2**

- Susan Simmons, Yucca Valley, spoke in support of shade sails as an alternative to trees.

#### **END PUBLIC COMMENTS**

#### **MOTION**

That the Commission forward the conceptual plan to the Town Council and include the comments from Commission on the continuously loop pathway, elimination of the ball wall, and shade on the playground equipment, park bench area, and shade sails as an alternative to trees, and the cost effectiveness of two basketball courts.

**RESULT: APPROVED AS AMENDED [UNANIMOUS]**

**MOVER:** Jeff Evans, Commissioner



**SECONDER:** Eric Quander, Commissioner

**AYES:** Drozd, Evans, McHenry, Whitten, Bridenstine, Eigner, Hill, Keeling, Quander, Silver

#### PUBLIC COMMENTS

None

#### CLOSE PUBLIC COMMENTS

#### ADJOURNMENT

Chair Bridenstine adjourned the joint meeting between the Planning Commission and the Parks Recreation and Cultural Commission at 7:38.

#### CALL TO ORDER

Chair Bridenstine reconvened the meeting as the Planning Commission's regular meeting.

#### PUBLIC HEARINGS

#### 3. **CONDITIONAL USE PERMIT, CUP 03-95 YUCCA VALLEY RV PARK AMENDMENT 1**

A request to add an additional four spaces to an existing recreational vehicle park.

#### RECOMMENDATION:

**Environmental Assessment, EA 02-15:** That the Planning Commission finds the project to be exempt from CEQA under Section 15301 class 1 Existing Facilities and:

**Conditional Use Permit, CUP 03-95 amendment 1:** That the Planning Commission approves Conditional Use Permit, CUP 03-95 amendment #1, approving a total of 16 RV spaces, including spaces 1A through 15, based upon the findings contained within the staff report and the recommended conditions of approval.

#### STAFF REPORT

Staff stated that they had received a written request that the Public Hearing be continued to a later meeting. Staff's recommendation was to open the item and continue it to the next meeting.

#### PUBLIC COMMENTS ON ITEM 3

- None

#### END PUBLIC COMMENTS

#### MOTION

Commissioner Whitten moved that the Planning Commission continue the Public Hearing to their next meeting.

**RESULT:** APPROVED AS AMENDED [UNANIMOUS]  
**MOVER:** Steve Whitten, Commissioner  
**SECONDER:** Jeff Drozd, Commissioner  
**AYES:** Drozd, Evans, McHenry, Whitten, Bridenstine

#### 4. DEVELOPMENT CODE INTERPRETATION

A Director referral to the Planning Commission for a Development Code interpretation of specific accessory structures.

##### RECOMMENDATION:

That the Planning Commission adopts the Resolution, finding large animal shade structures, as defined and illustrated in the Resolution, are not buildings, and therefore not included in Accessory Building inventories on residential properties.

Deputy Town Manager Stueckle provided the staff report. He provided an overview of the item, which was a Director referral to the Planning Commission for a Development Code interpretation of specific accessory structures. During the recent update of the Development Code the section addressing accessory structures, was an area where the Commission received a lot of comments regarding overly restrictive standards. The current issue is that some structures may technically meet the definition of building, in that they have a roof structures supported by columns, but when examined should be considered structures.

Staff requested that the Planning Commission determine if large animal shade structures would be considered buildings or structures. The structures are specifically large animal shade structures that contain less than 200 square feet, are portable and may be relocated on the property, are relatively easily dismantled and removed, contain less area than a single car carport which must contain 190 square feet, and contain no electrical or HVAC systems. Staff recommended that the Planning Commission adopt the Resolution, finding structures identified by staff are defined as "structures" as defined by the development code and are not included in the in the maximum number of accessory buildings.

Staff said that they wrote the resolution narrowly so that the Planning Commission would retain the ability to make the determination on a case by case basis with structures that are similar, but not the same. The type of lots in this community allows for a large variety of structure types, and in the future, Planning Commission will have to make determinations on those structure types on a case by case basis.

#### PUBLIC COMMENTS ON ITEM 4

- None

**END PUBLIC COMMENTS**

Commissioner McHenry asked staff about the limits on the number of structures. Staff said that the current Development Code has no limit on the number of structures which can be located on a lot. Attempting to identify a maximum number of structure could be problematic.

Commissioner Drozd asked staff if the support poles were set in concrete. Staff said that the photos indicated that there may have been a small amount of concrete used to set the poles, but it should still be relatively easy to remove or move the structure. Staff said that the used of concrete wasn't addressed in the findings.

Commissioner Evans asked in the structures identified where limited to a dirt floor, or were concrete slabs included. Staff said that the Resolution did not included the concrete slab, and that the photos did not show a concrete slab. Commissioner Evans said that a covering for large animals shouldn't have a concrete slab, but the issues may come up in the future.

Commissioner Whitten spoke against allowing concrete slabs for structures of this type. He said he supported the Resolution. He said that the Commission had had multiple discussion on the definition of buildings verses structures, and they had attempted to keep the definition as simply as possible.

Chair Bridenstine said that concrete slabs should not be included in this type of structure, as it is not movable.

**MOTION**

Commissioner Whitten moved that the Planning Commission adopts the Resolution, finding large animal shade structures, as defined and illustrated in the Resolution, are not buildings, and therefore not included in Accessory Building inventories on residential properties.

**RESULT:** APPROVED AS AMENDED [UNANIMOUS]  
**MOVER:** Steve Whitten, Commissioner  
**SECONDER:** Jeff Evans, Commissioner  
**AYES:** Drozd, Evans, McHenry, Whitten, Bridenstine

**PUBLIC COMMENTS**

- None

**CLOSE PUBLIC COMMENTS**

**STAFF REPORTS AND COMMENTS**

Staff provided an overview of the status of current and upcoming development projects.

**COMMISSIONER REPORTS AND REQUEST:**

Commissioner Drozd thanked everyone for their hard work, and said he was happy to see input from the audience.

Commissioner Evans said it was nice to have two Commissions working together, and the information they provided will be valuable.

Commissioner McHenry thanked staff for their work, and spoke in support of the joint meeting. He spoke in support of current local development

Commissioner Whitten requested staff not overload agendas. He stated that his schedule has changed and that making a 6:00 pm meeting time will be difficult. He asked that the Commission consider changing the meeting time to 6:30 pm.

Chair Bridenstine said that the joint meeting was rewarding and productive. She spoke in support of current local development.

**ANNOUNCEMENTS:**

The next regular meeting of the Planning Commission is scheduled for May 26, 2015 at 6:00pm.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 8:25.

PLANNING COMMISSION MINUTES

May 12, 2015

Respectfully submitted,

Allison Brucker  
Secretary

Approved by the Planning Commission on \_\_\_\_\_, 2015.



Attachment: Draft PC/PRCC Minutes of May 12, 2015 (1104 : Paradise Park Playground Improvements)

## Town of Yucca Valley

### TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council

**From:** Jessica Rice, Management Analyst

**Date:** June 10, 2015

**Meeting Date:** June 16, 2015

**Subject:** Powdered Alcohol

**Recommendation:**

It is recommended that the Town Council:

- Receive and file this informational report on powdered alcohol.
- Direct staff to contact the Town's State Legislators expressing Town concerns regarding powdered alcohol.

**Order of Procedure:**

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

**Discussion:** In March 2015, the Alcohol and Tobacco Tax and Trade Bureau approved a new product called Palcohol (aka: Powdered Alcohol) that is a dried form of alcohol that can be mixed with water to create liquid alcohol. Each packet of Palcohol equals one shot, weighs 1 ounce, and turns into liquid when mixed with 6 ounces of water, fruit drinks or other beverages. Palcohol is expected to be available in stores within the next few months.

Mark Phillips, the creator of Palcohol and owner of the Arizona-based company Lipsmark LLC wanted to create a more convenient way for people to consume alcohol without having to carry around large bottles, as the powder can easily be mixed with liquid beverages. Phillips argues that the same restrictions would apply to the sale of Palcohol as those applying to liquid alcohol, where only adults with proper identification can purchase it. However, it is the ease of use that concerns some, which has led to legislative bans in some states, considerations in others, and an emergency ban request in California.

In March 2015, Bruce Livingston, CEO and executive director of Alcohol Justice, delivered a letter to every member of the California State Legislature and the Secretary of State asking for an emergency ban in California on the sale of powdered and crystalline alcohol products, such

as Palcohol, to prevent alcohol-related harm to young people. The letter included health and safety concerns associated with powdered or crystalline alcohol such as: low cost; easy youth access to the packets; similar size and shape of packets to nonalcoholic children's drink packets; potential mixing with a small amount of water to make a single very potent drink; mixing powdered alcohol with beer or alcopops; mixing powdered alcohol with energy drinks or other youth-oriented products; concealment by underage drinkers attending events/locations where alcohol is prohibited; ingestion of the product by snorting or eating, and easy theft.

In the letter, Alcoholic Justice asks for new emergency legislation in 2015, to amend Title 18 of the California Code of Regulations, Article 6, Classification of Particular Beverages, Regulation 2557, concerning Powdered Distilled Spirits. The amendment sought would ban powdered or crystalline distilled spirits in California.

Currently eighty-three bills in 39 states, the District of Columbia and Puerto Rico have been introduced in the 2015 legislative session. As of June 2015, twelve states (Alaska, Georgia, Indiana, Louisiana, Nebraska, Nevada, North Dakota, Tennessee, Utah, Vermont, Virginia and Washington) statutorily prohibit the sale of powdered alcohol. Maryland, Minnesota and South Carolina have created temporary one-year bans. Colorado, Delaware, Michigan and New Mexico have included powdered alcohol in their statutory definitions of alcohol so that the product is regulated under their existing alcohol statutes.

On March 12, 2015, U.S. Senator Charles E. Schumer (D-NY) introduced Congressional Bill "S.728: Sober Truth on Preventing Underage Drinking Reauthorization Act". Section 118 of this bill proposes to amend the Federal Alcohol Administration Act to prohibit the manufacture, sale, distribution, or possession of powdered alcohol. The bill was referred to the Committee on Finance on April 15, 2015. There had been no further movement on Bill S.728, until Senator Schumer issued a press release on June 7, 2015 stating that he will launch an emergency push to ban powdered alcohol and add a new amendment to legislation this week.

The State of California Department of Alcoholic Beverage Control (ABC) administers and enforces the provisions of the Alcoholic Beverage Control Act. The ABC's current position on powdered alcohol is that since there is no ban in the State of California on powdered alcohol, it is treated just like all other alcoholic beverages, where the same rules and regulations for purchasing and consuming it applies. Since powdered alcohol is defined the same as other alcohol and would be sold under the same license as other alcohol, it cannot be banned separately from other alcohol without legislation to modify the current statutory definitions of alcohol at the State or Federal level. According to the ABC, there have been no licenses issued to anyone wanting to manufacture powdered alcohol in California, but anyone with a license to sell alcohol can sell powdered alcohol. The ABC is keeping up-to-date on any legislation discussions in Sacramento addressing powdered alcohol, but as of the date of this staff report, California has not enacted any emergency legislation to ban powdered alcohol.

Citizens of Yucca Valley and surrounding communities have provided staff with 27 signed petitions asking that powdered alcohol be banned from Yucca Valley to avoid endangering the youth in the Morongo Basin. Since the ABC regulates alcohol, any mandates to ban it must go through the State.

Staff will continue to monitor the Congressional Bill S.728 and any other state legislation and if directed by Council, will stay in contact with ABC's legislative officer and other state legislators expressing Town concerns regarding powdered alcohol.

**Alternatives:** None at this time.

**Fiscal impact:** None at this time.

**Attachments:** General Information about Powdered Alcohol  
Congressional Bill S.728

**Attachments:**

6 16 15 Congressional Bill S.728

6 16 15 General Info about Powdered Alcohol



114TH CONGRESS  
1ST SESSION

# S. 728

To provide for programs and activities with respect to the prevention of  
underage drinking.

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IN THE SENATE OF THE UNITED STATES

MARCH 12, 2015

Mr. SCHUMER introduced the following bill; which was read twice and referred  
to the Committee on Health, Education, Labor, and Pensions

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## A BILL

To provide for programs and activities with respect to the  
prevention of underage drinking.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Sober Truth on Pre-  
5 venting Underage Drinking Reauthorization Act” or the  
6 “STOP Act”.

1 SEC. 2. AMENDMENT TO THE PUBLIC HEALTH SERVICE  
2 ACT.

3 Section 519B of the Public Health Service Act (42  
4 U.S.C. 290bb–25b) is amended by striking subsections (a)  
5 through (f) and inserting the following:

6 “(a) DEFINITIONS.—For purposes of this section:

7 “(1) The term ‘alcohol beverage industry’  
8 means the brewers, vintners, distillers, importers,  
9 distributors, and retail and online outlets that sell or  
10 serve beer, wine, or distilled spirits.

11 “(2) The term ‘school-based prevention’ means  
12 programs that are institutionalized and run by staff  
13 members or school-designated persons or organiza-  
14 tions in any grade of school, kindergarten through  
15 12th grade.

16 “(3) The term ‘youth’ means persons under the  
17 age of 21.

18 “(b) SENSE OF CONGRESS.—It is the sense of Con-  
19 gress that:

20 “(1) A multi-faceted effort is needed to more  
21 successfully address the problem of underage drink-  
22 ing in the United States. A coordinated approach to  
23 prevention, intervention, treatment, enforcement,  
24 and research is key to making progress. This section  
25 recognizes the need for a focused national effort,  
26 and addresses particulars of the Federal portion of

1 that effort, as well as Federal support for State ac-  
2 tivities.

3 “(2) The Secretary should continue to conduct  
4 research and collect data on the short and long-  
5 range impact of alcohol use and abuse upon adoles-  
6 cent brain development and other organ systems.

7 “(3) States and communities, including colleges  
8 and universities, are encouraged to adopt com-  
9 prehensive approaches to preventing alcohol abuse,  
10 including—

11 “(A) evidence-based screening, programs,  
12 and curricula;

13 “(B) brief intervention strategies;

14 “(C) consistent policy enforcement; and

15 “(D) science-based strategies to reduce un-  
16 derage drinking.

17 “(4) Public health groups, consumer groups,  
18 and the alcohol beverage industry should continue  
19 and expand evidence-based efforts to prevent and re-  
20 duce underage drinking.

21 “(5) The entertainment industries have a pow-  
22 erful impact on youth and should use rating systems  
23 and marketing codes to reduce the likelihood that  
24 underage audiences will be exposed to movies, re-

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1 cordings, television programs, or other digital media  
2 with unsuitable alcohol content.

3 “(6) The National Collegiate Athletic Associa-  
4 tion, its member colleges and universities, and ath-  
5 letic conferences should affirm a commitment to a  
6 policy of discouraging alcohol use among underage  
7 students and other young fans.

8 “(7) Alcohol is a unique product and should be  
9 regulated differently than other products by the  
10 States and Federal Government. States have pri-  
11 mary authority to regulate alcohol distribution and  
12 sale, and the Federal Government should support  
13 and supplement these State efforts. States also have  
14 a responsibility to fight youth access to alcohol and  
15 reduce underage drinking. Continued State regula-  
16 tion and licensing of the manufacture, importation,  
17 sale, distribution, transportation, and storage of al-  
18 coholic beverages are clearly in the public interest  
19 and are critical to promoting responsible consump-  
20 tion, preventing illegal access to alcohol by persons  
21 under 21 years of age from commercial and non-  
22 commercial sources, maintaining industry integrity  
23 and an orderly marketplace, and furthering effective  
24 State tax collection.

1           “(8) Section 158 of title 23, United States  
 2 Code (commonly known as the National Minimum  
 3 Drinking Age Act of 1984) has been a remarkably  
 4 effective public health and safety policy, as evidenced  
 5 by the fact that the percentage of 12th graders who  
 6 have drunk alcohol in the past month has fallen by  
 7 one-third since the enactment of such law.

8           “(9) The National Minimum Drinking Age Act  
 9 of 1984 has been significantly effective in reducing  
 10 drinking and driving traffic fatalities, as the Na-  
 11 tional Highway Traffic Safety Administration esti-  
 12 mates that the law has saved over 28,000 lives since  
 13 1975.

14           “(10) Community awareness, support, and mo-  
 15 bilization provide an important context for the effec-  
 16 tive enforcement of the age 21 minimum drinking  
 17 law.

18           “(c) INTERAGENCY COORDINATING COMMITTEE; AN-  
 19 NUAL REPORT ON STATE UNDERAGE DRINKING PREVEN-  
 20 TION AND ENFORCEMENT ACTIVITIES.—

21           “(1) INTERAGENCY COORDINATING COMMITTEE  
 22 ON THE PREVENTION OF UNDERAGE DRINKING.—

23           “(A) IN GENERAL.—The Secretary, in col-  
 24 laboration with the Federal officials specified in  
 25 subparagraph (B), shall continue to support

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1 and enhance the efforts of the interagency co-  
2 ordinating committee, that began operating in  
3 2004, focusing on underage drinking (referred  
4 to in this subsection as the ‘Committee’).

5 “(B) OTHER AGENCIES.—The officials re-  
6 ferred to in subparagraph (A) are the Secretary  
7 of Education, the Attorney General, the Sec-  
8 retary of Transportation, the Secretary of the  
9 Treasury, the Secretary of Defense, the Sur-  
10 geon General, the Director of the Centers for  
11 Disease Control and Prevention, the Director of  
12 the National Institute on Alcohol Abuse and Al-  
13 colism, the Administrator of the Substance  
14 Abuse and Mental Health Services Administra-  
15 tion, the Director of the National Institute on  
16 Drug Abuse, the Assistant Secretary for Chil-  
17 dren and Families, the Director of the Office of  
18 National Drug Control Policy, the Adminis-  
19 trator of the National Highway Traffic Safety  
20 Administration, the Administrator of the Office  
21 of Juvenile Justice and Delinquency Prevention,  
22 the Chairman of the Federal Trade Commis-  
23 sion, and such other Federal officials as the  
24 Secretary of Health and Human Services deter-  
25 mines to be appropriate.

1           “(C) CHAIR.—The Secretary of Health  
2           and Human Services shall serve as the chair of  
3           the Committee.

4           “(D) DUTIES.—The Committee shall guide  
5           policy and program development across the  
6           Federal Government with respect to underage  
7           drinking, provided, however, that nothing in  
8           this section shall be construed as transferring  
9           regulatory or program authority from an Agen-  
10          cy to the Committee.

11          “(E) CONSULTATIONS.—The Committee  
12          shall actively seek the input of and shall consult  
13          with all appropriate and interested parties, in-  
14          cluding States, public health research and inter-  
15          est groups, foundations, and alcohol beverage  
16          industry trade associations and companies.

17          “(F) ANNUAL REPORT.—

18                 “(i) IN GENERAL.—The Secretary, on  
19                 behalf of the Committee, shall annually  
20                 submit to Congress a report that summa-  
21                 rizes—

22                         “(I) all programs and policies of  
23                         Federal agencies designed to prevent  
24                         and reduce underage drinking, focus-  
25                         ing particularly on programs and poli-

1           cies that support the adoption and en-  
2           forcement of State policies designed to  
3           prevent and reduce underage drinking  
4           as specified in paragraph (2);

5           “(II) the extent of progress in  
6           preventing and reducing underage  
7           drinking at State and national levels;

8           “(III) data that the Secretary  
9           shall collect with respect to the infor-  
10          mation specified in clause (ii); and

11          “(IV) such other information re-  
12          garding underage drinking as the Sec-  
13          retary determines to be appropriate.

14          “(ii) CERTAIN INFORMATION.—The  
15          report under clause (i) shall include infor-  
16          mation on the following:

17               “(I) Patterns and consequences  
18               of underage drinking as reported in  
19               research and surveys, such as Moni-  
20               toring the Future, Youth Risk Behav-  
21               ior Surveillance System, the National  
22               Survey on Drug Use and Health, and  
23               the Fatality Analysis Reporting Sys-  
24               tem.



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“(II) Measures of the availability of alcohol from commercial and non-commercial sources to underage populations.

“(III) Measures of the exposure of underage populations to messages regarding alcohol in advertising and the entertainment media.

“(IV) Surveillance data, including information on the onset and prevalence of underage drinking, consumption patterns, beverage preferences, prevalence of drinking among students at institutions of higher education, correlations between adult and youth drinking, and the means of underage access, including trends over time for such surveillance data. The Secretary shall develop a plan to improve the collection, measurement, and consistency of reporting Federal underage alcohol data.

“(V) Any additional findings resulting from research conducted or supported under subsection (f).

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1                   “(VI) Evidence-based best prac-  
 2                   tices to prevent and reduce underage  
 3                   drinking including a review of the re-  
 4                   search literature related to State laws,  
 5                   regulations, and policies designed to  
 6                   prevent and reduce underage drink-  
 7                   ing, as described in paragraph  
 8                   (2)(B)(i).

9                   “(2) ANNUAL REPORT ON STATE UNDERAGE  
 10                  DRINKING PREVENTION AND ENFORCEMENT ACTIVI-  
 11                  TIES.—

12                   “(A) IN GENERAL.—

13                   “(i) ANNUAL REPORTS.—The Sec-  
 14                   retary shall, with input and collaboration  
 15                   from other appropriate Federal agencies,  
 16                   States, Indian tribes, territories, and pub-  
 17                   lic health, consumer, and alcohol beverage  
 18                   industry groups, annually issue a report on  
 19                   the performance of each State in enacting,  
 20                   enforcing, and creating laws, regulations,  
 21                   and policies to prevent or reduce underage  
 22                   drinking based on an assessment of best  
 23                   practices developed pursuant to paragraph  
 24                   (1)(F)(ii)(VI) and subparagraph (B)(i).  
 25                   For purposes of this paragraph, each such

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1 report, with respect to a year, shall be re-  
2 ferred to as the 'State Report'.

3 “(ii) USE OF STATE REPORTS.—Each  
4 State Report shall be designed as a re-  
5 source tool for Federal agencies assisting  
6 States in underage drinking prevention ef-  
7 forts, State public health and law enforce-  
8 ment agencies, State and local policy-  
9 makers, and underage drinking prevention  
10 coalitions, including such coalitions receiv-  
11 ing grants under subsection (e)(1).

12 “(B) STATE REPORT PERFORMANCE MEAS-  
13 URES AND CONTENT.—

14 “(i) IN GENERAL.—The Secretary  
15 shall develop, in consultation with the  
16 Committee, a set of measures to be used in  
17 preparing the report on best practices with  
18 respect to State laws, regulations, policies,  
19 and enforcement practices.

20 “(ii) STATE REPORT CONTENT.—Each  
21 State Report shall include updates on  
22 State laws, regulations, and policies, in-  
23 cluding the following:

24 “(I) Whether the State has com-  
25 prehensive anti-underage drinking

1 laws such as for the illegal sale, pur-  
2 chase, attempt to purchase, consump-  
3 tion, or possession of alcohol; illegal  
4 use of fraudulent identifications; ille-  
5 gal furnishing or obtaining of alcohol  
6 for an individual under 21 years; the  
7 degree of strictness of the penalties  
8 for such offenses; and the prevalence  
9 of the enforcement of each of these in-  
10 fractions.

11 “(II) Whether the State has com-  
12 prehensive liability statutes pertaining  
13 to underage access to alcohol such as  
14 dram shop, social host, and house  
15 party laws, and the prevalence of en-  
16 forcement of each of these laws.

17 “(III) Whether the State encour-  
18 ages and conducts comprehensive en-  
19 forcement efforts to prevent underage  
20 access to alcohol at retail outlets, such  
21 as random compliance checks and  
22 shoulder tap programs, and the num-  
23 ber of compliance checks within alco-  
24 hol retail outlets measured against the  
25 number of total alcohol retail outlets

1 in each State, and the result of such  
2 checks.

3 “(IV) Whether the State encour-  
4 ages training on the proper selling  
5 and serving of alcohol for all sellers  
6 and servers of alcohol as a condition  
7 of employment.

8 “(V) Whether the State has poli-  
9 cies and regulations with regard to di-  
10 rect sales to consumers and home de-  
11 livery of alcoholic beverages.

12 “(VI) Whether the State has pro-  
13 grams or laws to deter adults from  
14 purchasing alcohol for minors, and the  
15 number of adults targeted by these  
16 programs.

17 “(VII) Whether the State has en-  
18 acted graduated drivers licenses and  
19 the extent of those provisions.

20 “(iii) ADDITIONAL CATEGORIES.—In  
21 addition to the updates of State laws, reg-  
22 ulations, and policies described in clause  
23 (ii), the Secretary shall consider—

24 “(I) whether States have adopted  
25 laws, regulations, and policies that

1           deter underage alcohol use, as de-  
2           scribed in the 2007 report of the Sur-  
3           geon General entitled, ‘Call to Action  
4           To Prevent and Reduce Underage  
5           Drinking’, including restrictions on  
6           low-price, high-volume drink specials,  
7           and wholesaler pricing provisions;

8                   “(II) whether States have adopt-  
9                   ed laws, regulations, and policies de-  
10                  signed to reduce alcohol advertising  
11                  messages attractive to youth and  
12                  youth exposure to alcohol advertising  
13                  and marketing in measured and  
14                  unmeasured media;

15                  “(III) whether States have laws  
16                  and policies that promote underage  
17                  drinking prevention policy develop-  
18                  ment by local jurisdictions;

19                  “(IV) whether States have adopt-  
20                  ed laws, regulations, and policies to  
21                  restrict youth access to alcoholic bev-  
22                  erages that may pose special risks to  
23                  youth, including alcoholic mists, gela-  
24                  tins, freezer pops, pre-mixed caffeinat-

1 ed alcoholic beverages, and flavored  
2 malt beverages;

3 “(V) whether States have adopt-  
4 ed uniform best practices protocols for  
5 conducting compliance checks and  
6 shoulder tap programs; and

7 “(VI) whether States have adopt-  
8 ed uniform best practices penalty pro-  
9 tocols for violations of laws prohib-  
10 iting retail licensees from selling or  
11 furnishing of alcohol to minors.

12 “(iv) UNIFORM DATA SYSTEM.—For  
13 performance measures related to enforce-  
14 ment of underage drinking laws as de-  
15 scribed in clauses (ii) and (iii), the Sec-  
16 retary shall develop and test a uniform  
17 data system for reporting State enforce-  
18 ment data, including the development of a  
19 pilot program for this purpose. The pilot  
20 program shall include procedures for col-  
21 lecting enforcement data from both State  
22 and local law enforcement jurisdictions.

23 “(3) AUTHORIZATION OF APPROPRIATIONS.—  
24 There are authorized to be appropriated to carry out

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1 this subsection \$1,000,000 for each of the fiscal  
2 years 2016 through 2019.

3 “(d) NATIONAL MEDIA CAMPAIGN TO PREVENT UN-  
4 DERAGE DRINKING.—

5 “(1) IN GENERAL.—The Secretary, in consulta-  
6 tion with the National Highway Traffic Safety Ad-  
7 ministration, shall develop an intensive, multifaceted,  
8 adult-oriented national media campaign to reduce  
9 underage drinking by influencing attitudes regarding  
10 underage drinking, increasing the willingness of  
11 adults to take action to reduce underage drinking,  
12 and encouraging public policy changes known to de-  
13 crease underage drinking rates.

14 “(2) PURPOSES.—The purposes of the national  
15 media campaign described in this section shall be  
16 to—

17 “(A) instill a broad societal commitment to  
18 reduce underage drinking;

19 “(B) increase specific actions by adults  
20 that are meant to discourage or inhibit under-  
21 age drinking; and

22 “(C) decrease adult conduct that tends to  
23 facilitate or condone underage drinking.

24 “(3) DEVELOPMENTAL PHASE.—In preparation  
25 for the national media campaign described in this



1 subsection, the Secretary shall conduct, in consulta-  
 2 tion with appropriate Federal agencies and outside  
 3 experts, including in marketing, public relations,  
 4 mass media campaigns, parenting, and alcohol use  
 5 and abuse, a developmental phase to test specific  
 6 campaign features prior to beginning an intensive  
 7 national strategy. This phase shall include research  
 8 and testing, limited to a period not to exceed 2  
 9 years, to determine the following:

10 “(A) Promising messages to promote pub-  
 11 lic opinion change.

12 “(B) Appropriate channels for reaching  
 13 target audiences.

14 “(C) Appropriate timing and weight for  
 15 utilizing such promising messages and media  
 16 channels.

17 “(D) Methods for linking the campaign to  
 18 local, State, and national policy changes affect-  
 19 ing underage drinking, if adopted.

20 “(E) Productive collaborative partnerships  
 21 with national and local organizations.

22 “(4) COMPONENTS.—When implementing the  
 23 national media campaign described in this sub-  
 24 section, the Secretary shall—

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1           “(A) educate the public about the public  
2 health and safety benefits of evidence-based  
3 policies to reduce underage drinking, including  
4 minimum legal drinking age laws, and build  
5 public and parental support for and cooperation  
6 with enforcement of such policies;

7           “(B) educate the public about the negative  
8 consequences of underage drinking;

9           “(C) promote specific actions by adults  
10 that are meant to discourage or inhibit under-  
11 age drinking, including positive behavior mod-  
12 eling, general parental monitoring, and con-  
13 sistent and appropriate discipline;

14           “(D) discourage adult conduct that tends  
15 to facilitate underage drinking, including the  
16 hosting of underage parties with alcohol and  
17 the purchasing of alcoholic beverages on behalf  
18 of underage youth;

19           “(E) establish collaborative relationships  
20 with local and national organizations and insti-  
21 tutions to further the goals of the campaign  
22 and assure that the messages of the campaign  
23 are disseminated from a variety of sources;

24           “(F) conduct the campaign through multi-  
25 media sources; and

1           “(G) conduct the campaign with regard to  
2           changing demographics and cultural and lin-  
3           guistic factors.

4           “(5) CONSULTATION REQUIREMENT.—In devel-  
5           oping and implementing the national media cam-  
6           paign described in this subsection, the Secretary  
7           shall—

8                   “(A) consider recommendations for reduc-  
9                   ing underage drinking published by the Na-  
10                  tional Academy of Sciences; and

11                  “(B) consult with interested parties includ-  
12                  ing medical, public health, and consumer and  
13                  parent groups, law enforcement, institutions of  
14                  higher education, community organizations and  
15                  coalitions, and other stakeholders supportive of  
16                  the goals of the campaign.

17           “(6) ANNUAL REPORT.—Beginning 1 year after  
18           the date of the enactment of the Sober Truth on  
19           Preventing Underage Drinking Reauthorization Act,  
20           the Secretary shall produce an annual report on the  
21           progress of the development or implementation of  
22           the media campaign described in this subsection, in-  
23           cluding expenses and projected costs, and, as such  
24           information is available, report on the effectiveness  
25           of such campaign in affecting adult attitudes toward

1 underage drinking and adult willingness to take ac-  
2 tions to decrease underage drinking.

3 “(7) RESEARCH ON YOUTH-ORIENTED CAM-  
4 PAIGN.—The Secretary may, based on the avail-  
5 ability of funds, conduct research on the potential  
6 success of a youth-oriented national media campaign  
7 to reduce underage drinking. The Secretary shall re-  
8 port any such results to Congress with policy rec-  
9 ommendations on establishing such a campaign.

10 “(8) ADMINISTRATION.—The Secretary may  
11 enter into a subcontract with another Federal Agen-  
12 cy to delegate the authority for execution and ad-  
13 ministration of the adult oriented national media  
14 campaign.

15 “(9) AUTHORIZATION OF APPROPRIATIONS.—  
16 There are authorized to be appropriated to carry out  
17 this subsection \$1,000,000 for fiscal year 2016 and  
18 such sums as necessary for each of the fiscal years  
19 2017 through 2019.

20 “(e) COMMUNITY-BASED PROGRAMS TO PREVENT  
21 UNDERAGE DRINKING.—

22 “(1) COMMUNITY-BASED COALITION ENHANCE-  
23 MENT GRANTS TO PREVENT UNDERAGE DRINK-  
24 ING.—

1           “(A) AUTHORIZATION OF PROGRAM.—If  
 2           the Administrator determines that the Depart-  
 3           ment of Health and Human Services is not oth-  
 4           erwise conducting activities described in this  
 5           subsection, the Administrator, in consultation  
 6           with the Director of the Office of National  
 7           Drug Control Policy, shall award ‘enhancement  
 8           grants’ to eligible entities to design, implement,  
 9           evaluate, and disseminate comprehensive strate-  
 10          gies to maximize the effectiveness of commu-  
 11          nity-wide approaches to preventing and reduc-  
 12          ing underage drinking.

13           “(B) PURPOSES.—The purposes of this  
 14          paragraph are to—

15                   “(i) prevent and reduce alcohol use  
 16                   among youth in communities throughout  
 17                   the United States;

18                   “(ii) serve as a catalyst for increased  
 19                   citizen participation and greater collabora-  
 20                   tion among all sectors and organizations of  
 21                   a community that first demonstrates a  
 22                   long-term commitment to reducing alcohol  
 23                   use among youth;

24                   “(iii) implement state-of-the-art sci-  
 25                   ence-based strategies to prevent and re-

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1           duce underage drinking by changing local  
2           conditions in communities; and

3           “(iv) enhance, but not supplant, effec-  
4           tive local community initiatives for pre-  
5           venting and reducing alcohol use among  
6           youth.

7           “(C) APPLICATION.—An eligible entity de-  
8           siring an enhancement grant under this para-  
9           graph shall submit an application to the Admin-  
10          istrator at such time, and in such manner, and  
11          accompanied by such information as the Admin-  
12          istrator may require in accordance with the  
13          purposes described in subparagraph (B). Each  
14          application shall include—

15           “(i) a complete description of the ex-  
16           isting underage alcohol use prevention ini-  
17           tiatives of the entity and how the grant  
18           will appropriately enhance the focus on un-  
19           derage drinking issues; or

20           “(ii) a complete description of the ex-  
21           isting initiatives of the entity, and how the  
22           entity will use the grant to enhance those  
23           initiatives by adding a focus on underage  
24           drinking prevention.

1           “(D) USES OF FUNDS.—Each eligible enti-  
 2           ty that receives a grant under this paragraph  
 3           shall use the grant funds to carry out the ac-  
 4           tivities described in the application submitted  
 5           pursuant to subparagraph (C) and obtain spe-  
 6           cialized training and technical assistance by the  
 7           entity awarded a grant under section 4 of Pub-  
 8           lic Law 107–82, as amended (21 U.S.C. 1521  
 9           note), reauthorizing the Drug-Free Commu-  
 10          nities Support Program. Grants under this  
 11          paragraph shall not exceed \$50,000 per year  
 12          and may not exceed 4 years.

13           “(E) SUPPLEMENT NOT SUPPLANT.—  
 14          Grant funds provided under this paragraph  
 15          shall be used to supplement, but not supplant,  
 16          Federal and non-Federal funds available for  
 17          carrying out the activities described in this  
 18          paragraph.

19           “(F) EVALUATION.—Grants under this  
 20          paragraph shall be subject to the same evalua-  
 21          tion requirements and procedures as the evalua-  
 22          tion requirements and procedures imposed on  
 23          recipients of drug free community grants.

24           “(G) DEFINITIONS.—For purposes of this  
 25          paragraph, the term ‘eligible entity’ means an

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1 organization that, at the time of application for  
2 a grant, is receiving or has received grant funds  
3 under chapter 2 of the National Narcotics  
4 Leadership Act of 1988 (21 U.S.C. 1521 et  
5 seq.).

6 “(H) ADMINISTRATIVE EXPENSES.—Not  
7 more than 6 percent of a grant under this para-  
8 graph may be expended for administrative ex-  
9 penses.

10 “(I) AUTHORIZATION OF APPROPRIA-  
11 TIONS.—There are authorized to be appro-  
12 priated to carry out this paragraph \$6,000,000  
13 for each of the fiscal years 2016 through 2019.

14 “(2) GRANTS FOR PARTNERSHIPS BETWEEN  
15 COMMUNITY COALITIONS AND INSTITUTIONS OF  
16 HIGHER EDUCATION.—

17 “(A) AUTHORIZATION OF PROGRAM.—The  
18 Administrator, in coordination with the Direc-  
19 tor of the Office of National Drug Control Pol-  
20 icy, may make grants to eligible entities to en-  
21 able the entities to prevent, and reduce the rate  
22 of, underage alcohol consumption, including  
23 binge drinking among students at institutions  
24 of higher education.



1           “(B) PURPOSES.—The purposes of this  
2 paragraph are to—

3                   “(i) prevent and reduce alcohol use  
4 among underage students at institutions of  
5 higher education and the surrounding com-  
6 munity;

7                   “(ii) strengthen collaboration among  
8 communities and institutions of higher  
9 education; and

10                   “(iii) disseminate to institutions of  
11 higher education timely information re-  
12 garding state-of-the-art science-based  
13 strategies to prevent and reduce underage  
14 drinking by changing local conditions at in-  
15 stitutions of higher education and in the  
16 surrounding community.

17           “(C) APPLICATIONS.—An eligible entity  
18 that desires to receive a grant under this para-  
19 graph shall submit an application to the Admin-  
20 istrator at such time, in such manner, and ac-  
21 companied by such information as the Adminis-  
22 trator may require.

23           “(D) CRITERIA.—As part of an application  
24 for a grant under this paragraph, the Adminis-

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1 trator shall require an eligible entity to dem-  
2 onstrate—

3 “(i) the active participation of one or  
4 more institutions of higher education in  
5 the relevant eligible entity coalition;

6 “(ii) a description of how the eligible  
7 entity will work with one or more institu-  
8 tions of higher education to target under-  
9 age students;

10 “(iii) a description of how the eligible  
11 entity intends to ensure that it has a part-  
12 nership with one or more institutions of  
13 higher education and how it intends to im-  
14 plement the purpose of this section and  
15 move toward indicators described in sub-  
16 paragraph (F);

17 “(iv) a list of the members of each  
18 local coalition and institution of higher  
19 education that will be involved in the work  
20 of the eligible entity;

21 “(v) the implementation of state-of-  
22 the-art science-based strategies to prevent  
23 and reduce underage drinking by changing  
24 local conditions at institutions of higher

1 education and in the surrounding commu-  
2 nity;

3 “(vi) the anticipated impact of funds  
4 provided under this paragraph in pre-  
5 venting and reducing the rates of underage  
6 alcohol use;

7 “(vii) outreach strategies, including  
8 ways in which the eligible entity proposes  
9 to—

10 “(I) reach out to students and  
11 community stakeholders;

12 “(II) promote the purpose of this  
13 paragraph;

14 “(III) address the range of needs  
15 of underage students and the sur-  
16 rounding communities;

17 “(IV) address community policies  
18 affecting underage students regarding  
19 alcohol use; and

20 “(V) implement other science-  
21 based strategies to reduce underage  
22 drinking; and

23 “(viii) such additional information as  
24 required by the Administrator.

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1           “(E) USES OF FUNDS.—Each eligible enti-  
2           ty that receives a grant under this paragraph  
3           shall use the grant funds to carry out the ac-  
4           tivities described in the application pursuant to  
5           subparagraph (D). Grants under this paragraph  
6           shall not exceed \$100,000 per year and may not  
7           exceed 4 years.

8           “(F) ACCOUNTABILITY.—On the date on  
9           which the Administrator first publishes a notice  
10          in the Federal Register soliciting applications  
11          for grants under this paragraph, the Adminis-  
12          trator shall include in the notice achievement  
13          indicators for the program authorized under  
14          this paragraph. The achievement indicators  
15          shall be designed to—

16               “(i) measure the impact that the coa-  
17               lition assisted under this paragraph is hav-  
18               ing on the institution of higher education  
19               and the surrounding communities, includ-  
20               ing changes in the number of incidents of  
21               any kind in which students have abused al-  
22               cohol or consumed alcohol while under the  
23               age of 21 (including violations, physical as-  
24               saults, sexual assaults, reports of intimidat-  
25               ion, disruptions of school functions, dis-

1            ructions of student studies, mental health  
2            referrals, illnesses, alcohol-related trans-  
3            ports to emergency departments, or  
4            deaths); and

5            “(ii) provide such other measures of  
6            program impact as the Administrator de-  
7            termines appropriate.

8            “(G) SUPPLEMENT NOT SUPPLANT.—  
9            Grant funds provided under this paragraph  
10           shall be used to supplement, and not supplant,  
11           Federal and non-Federal funds available for  
12           carrying out the activities described in this  
13           paragraph.

14           “(H) DEFINITIONS.—For purposes of this  
15           paragraph:

16           “(i) ELIGIBLE ENTITY.—The term ‘el-  
17           igible entity’ means an organization that—

18           “(I) on or before the date of sub-  
19           mitting an application for a grant  
20           under this subsection is receiving or  
21           has received grant funds under the  
22           chapter 2 of the National Narcotics  
23           Leadership Act of 1988 (21 U.S.C.  
24           1521 et seq.);

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1 “(II) can provide evidence of pre-  
 2 existing involvement of one or more  
 3 institutions of higher education; and

4 “(III) has a documented strategy  
 5 to prevent and reduce underage drink-  
 6 ing by students at institutions of  
 7 higher education as part of its multi-  
 8 sector, community-based strategy.

9 “(ii) INSTITUTION OF HIGHER EDU-  
 10 CATION.—The term ‘institution of higher  
 11 education’ has the meaning given the term  
 12 in section 101(a) of the Higher Education  
 13 Act of 1965 (20 U.S.C. 1001(a)).

14 “(iii) SURROUNDING COMMUNITY.—  
 15 The term ‘surrounding community’ means  
 16 the community—

17 “(I) that surrounds an institution  
 18 of higher education;

19 “(II) where the students from  
 20 the institution of higher education  
 21 take part in the community; and

22 “(III) where students from the  
 23 institution of higher education live in  
 24 off-campus housing.

1           “(I) ADMINISTRATIVE EXPENSES.—Not  
2           more than 6 percent of a grant under this para-  
3           graph may be expended for administrative ex-  
4           penses.

5           “(J) AUTHORIZATION OF APPROPRIA-  
6           TIONS.—There are authorized to be appro-  
7           priated to carry out this paragraph \$2,500,000  
8           for fiscal year 2016, and \$2,500,000 for each  
9           of the fiscal years 2017 through 2019.

10          “(f) REDUCING UNDERAGE DRINKING THROUGH  
11          SCREENING AND BRIEF INTERVENTION.—

12           “(1) GRANTS TO PEDIATRIC HEALTH CARE  
13          PROVIDERS TO REDUCE UNDERAGE DRINKING.—The  
14          Secretary, acting through the Administrator, shall  
15          make one or more grants to professional pediatric  
16          provider organizations to increase among the mem-  
17          bers of such organizations effective practices to re-  
18          duce the prevalence of alcohol use among individuals  
19          under the age of 21, including college students.

20           “(2) PURPOSES.—Grants under this subsection  
21          shall be made to promote the practices of—

22                   “(A) screening youth for alcohol use;

23                   “(B) offering brief interventions to youth  
24          to discourage such use;

1           “(C) educating parents about the dangers  
2 of and methods of discouraging such use;

3           “(D) diagnosing and treating alcohol abuse  
4 disorders; and

5           “(E) referring patients, when necessary, to  
6 other appropriate care.

7           “(3) USE OF FUNDS.—An organization receiv-  
8 ing a grant under this subsection may use such  
9 funding to promote the practices specified in para-  
10 graph (2) among its members by—

11           “(A) providing training to health care pro-  
12 viders;

13           “(B) disseminating best practices, includ-  
14 ing culturally and linguistically appropriate best  
15 practices, and developing, printing, and distrib-  
16 uting materials; and

17           “(C) offering other activities approved by  
18 the Secretary.

19           “(4) APPLICATION.—An organization desiring a  
20 grant under this subsection shall submit an applica-  
21 tion to the Secretary at such time, and in such man-  
22 ner, and accompanied by such information as the  
23 Secretary may require. Each application shall in-  
24 clude—



1           “(A) a description of the organization and  
2           how its members are qualified to provide the  
3           services specified in paragraph (2);

4           “(B) a description of activities to be com-  
5           pleted; and

6           “(C) a timeline for the completion of such  
7           activities.

8           “(5) DEFINITIONS.—For the purpose of this  
9           subsection:

10           “(A) The term ‘pediatric health care pro-  
11           vider’ means a provider of primary health care  
12           to individuals under the age of 21.

13           “(B) The term ‘professional pediatric pro-  
14           vider organization’ means a national organiza-  
15           tion whose members consist primarily of pedi-  
16           atric health care providers.

17           “(C) The term ‘alcohol education’ means  
18           evidence-based education about the effects of al-  
19           cohol use and abuse on youth and adults.

20           “(D) The term ‘screening and brief inter-  
21           vention’ means using validated patient interview  
22           techniques to identify and assess the existence  
23           and extent of alcohol use, then providing brief  
24           advice and other brief motivational enhance-  
25           ment techniques designed to increase patient in-

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1 sight regarding their own alcohol use and any  
 2 realized or potential consequences of the behav-  
 3 ior, as well as to effect the desired related be-  
 4 havioral change.

5 “(E) The term ‘caregivers’ means, with re-  
 6 spect to a child or adolescent, the parents, fam-  
 7 ily members, or legal guardians of the child or  
 8 adolescent.

9 “(6) AUTHORIZATION OF APPROPRIATIONS.—

10 There are authorized to be appropriated to carry out  
 11 this subsection \$3,000,000 for each of the fiscal  
 12 years 2016 through 2019.

13 “(g) DATA COLLECTION AND RESEARCH.—

14 “(1) ADDITIONAL RESEARCH ON UNDERAGE  
 15 DRINKING.—The Secretary shall, subject to the  
 16 availability of appropriations, collect data, and con-  
 17 duct or support research that is not duplicative of  
 18 research currently being conducted or supported by  
 19 the Department of Health and Human Services, on  
 20 underage drinking, to accomplish the following:

21 “(A) Improve data collection in support of  
 22 evaluation of the effectiveness of comprehensive  
 23 community-based programs or strategies and  
 24 statewide systems to prevent and reduce under-  
 25 age drinking, across the underage years from

1 early childhood to age 21, such as programs  
2 funded and implemented by government enti-  
3 ties, public health interest groups and founda-  
4 tions, and alcohol beverage companies and trade  
5 associations, through the development of models  
6 of State-level epidemiological surveillance of un-  
7 derage drinking by funding in States or large  
8 metropolitan areas new epidemiologists focused  
9 on excessive drinking including underage alco-  
10 hol use.

11 “(B) Obtain and report more precise infor-  
12 mation on the scope of the underage drinking  
13 problem and patterns of underage alcohol con-  
14 sumption, including improved knowledge about  
15 the problem and progress in preventing, reduc-  
16 ing, and treating underage drinking, and infor-  
17 mation on the rate of exposure of youth to ad-  
18 vertising and other media messages encouraging  
19 and discouraging alcohol consumption.

20 “(C) Synthesize, expand on, and widely  
21 disseminate existing research on effective strat-  
22 egies for reducing underage drinking, including  
23 translational research, and make such research  
24 easily accessible to the general public.

1           “(D) Improve and conduct public health  
 2           surveillance on alcohol use and alcohol-related  
 3           conditions in States by increasing the use of  
 4           surveys, such as the Behavioral Risk Factor  
 5           Surveillance System, to monitor binge and ex-  
 6           cessive drinking and related harms among indi-  
 7           viduals who are at least 18 years of age, but  
 8           not more than 20 years of age, including harm  
 9           caused to self or others as a result of alcohol  
 10          use that is not duplicative of research otherwise  
 11          conducted or supported by the Department of  
 12          Health and Human Services.

13           “(2) AUTHORIZATION OF APPROPRIATIONS.—

14          There are authorized to be appropriated to carry out  
 15          this subsection \$4,500,000 for each of the fiscal  
 16          years 2016 through 2019.”.

17   **SEC. 3. PROHIBITION ON POWDERED ALCOHOL.**

18          Title I of the Federal Alcohol Administration Act (27  
 19          U.S.C. 201 et seq.) is amended by adding at the end the  
 20          following:

21   **“SEC. 118. POWDERED ALCOHOL.**

22          “(a) DESIGNATION OF CERTAIN CHEMICALS.—The  
 23          Secretary of Health and Human Services, acting through  
 24          the Commissioner of Food and Drugs, in consultation with  
 25          the Secretary of the Treasury, shall by rule designate any

1 chemical that may be used to convert alcohol in liquid  
2 form to alcohol in powder form.

3 “(b) PROHIBITED ACTIVITY.—

4 “(1) DEFINITION.—In this section, the term  
5 ‘powdered alcohol’ means any alcohol combined with  
6 a chemical designated under subsection (a).

7 “(2) OFFENSE.—It shall be unlawful to make,  
8 sell, distribute, or possess powdered alcohol.

9 “(3) PENALTY.—Any person who violates para-  
10 graph (2) shall be fined not more than \$5,000, im-  
11 prisoned for not more than 1 year, or both.”.

○

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# General Information about Powdered Alcohol

Attachment: 6 16 15 General Info about Powdered Alcohol (1112 : Powdered Alcohol)

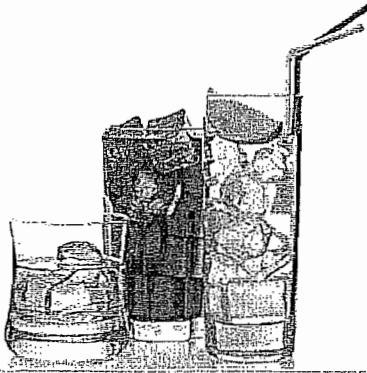
# Powdered Alcohol Is Now Legal — But Is It Safe?

by [Rachael Rettner](#), Senior Writer | March 16, 2015 07:04am ET

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A powdered form of alcohol called Palcohol is now approved for sale in the United States, but how safe is this product?

Some health experts say they are concerned that powdered alcohol could be abused by minors, or could be more easily hidden and consumed in places where people are not allowed to have alcohol. But others argue that there is no reason the drug would be more hazardous than liquid alcohol.

On Tuesday, the U.S. Alcohol and Tobacco Tax and Trade Bureau approved Palcohol, a powdered alcohol that people can drink by mixing the product with water, according to the company.

So far, the company has approval to sell four flavors: vodka, rum, cosmopolitan and Powderita (a margarita flavor), according to the Associated Press. When a packet of Palcohol is mixed with 6 ounces (177 milliliters) of water, the resulting drink has the same alcohol content as a standard mixed drink, the company says.

Palcohol's maker expects to begin selling the product this summer. [[The Drug Talk: 7 New Tips for Today's Parents](#)]

However, a number of states are taking steps to ban the product, including Colorado, New York and Rhode Island. It is already banned in South Carolina, Louisiana and Vermont, according to the Wall Street Journal. And powdered alcohol cannot be sold in Massachusetts, because the state defines an alcoholic beverage as a liquid, according to the Commonwealth of Massachusetts Alcohol Beverages Control Commission.

Lawmakers are expressing concern that Palcohol could be more easily transported than liquid alcohol, and

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thus sneaked into places where alcohol is not allowed. "There are very serious concerns about the illegal use of powdered alcohol by young people, possibly even bringing it into schools or other events and locations that prohibit alcohol consumption," New York State Senator Joseph Griffo, said in a statement last year. There are also concerns about the health risks of people snorting the powdered alcohol, Griffo said.

But a packet of Palcohol is much harder to conceal" than liquid alcohol, the company making Palcohol says on its website. A packet of the substance measures 4 inches by 6 inches (10.2 centimeters by 15.2 cm), which is five times bigger than a 50-milliliter (1.7 ounces) bottle of liquid alcohol. "Alcohol in any format is subject to abuse if someone is determined to do so," the website says.

In addition, people would likely not want to snort the powder because it would burn, and it would take about an hour to snort enough of the powder to be equivalent to one shot of vodka, the website says.

And Palcohol will be subject to the same rules as liquid alcohol, so people will need to be age 21 or older to buy it, the company says.

However, experts remain concerned about the potential for teens to misuse the product. "Youths are going to be very vulnerable to this," said Dr. Scott Krakower, assistant unit chief of psychiatry at Zucker Hillside Hospital in New York. The flavored powders may appeal to young people, Krakower said.

And because the product is a powder that people can mix into a drink themselves, teens may ingest higher amounts of the powdered alcohol, or they may mix it with other powdered drugs, which could be hazardous, Krakower told Live Science.

And because Palcohol is a powder, "people will snort it," even if the company argues that there are downsides to doing so, Krakower said.

Henry Spiller, director of the Central Ohio Poison Center at Nationwide Children's Hospital, said he is concerned that parents might not lock up the packets as they would bottles of alcohol. "We see a million children poisoned a year just from stuff around the house," Spiller told Live Science. "We're afraid these packages may be on the kitchen counter, somewhere available like that."

If a young child got a hold of a packet of powdered alcohol, he or she might consume as much as a shot of alcohol, Spiller said. However, the child would likely not consume more than that, because the experience would not be pleasant.

The powder would create a burning sensation, and would form a gel-like substance when it came in contact with the moisture of the mouth. "It gets gummy and nasty pretty quickly, and the child will be very unhappy, but they would have already ingested the alcohol while all this is happening," Spiller said.

But Brandon Korman, chief of neuropsychology at Miami Children's Hospital, said that at this point, there is not enough evidence to say that powdered alcohol is any more of a concern than liquid alcohol.

"Alcohol by itself definitely has its own share of traps and hazards," Korman said. But "I don't see this yet as any more or less dangerous" than liquid alcohol, Korman said.

He added that it is the responsibility of parents to keep powdered alcohol, "like any other dangerous substance, out of the reach and away and access of children."



Although there might be some people who abuse the product, this does not mean it should be banned, Korman argued. "People are going to find ways to abuse pretty much anything," Korman said.

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### Editor's Recommendations

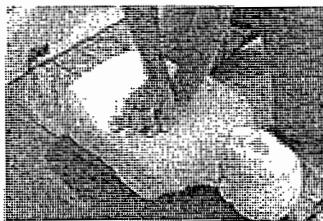
- [How 8 Common Medications Interact with Alcohol](#)
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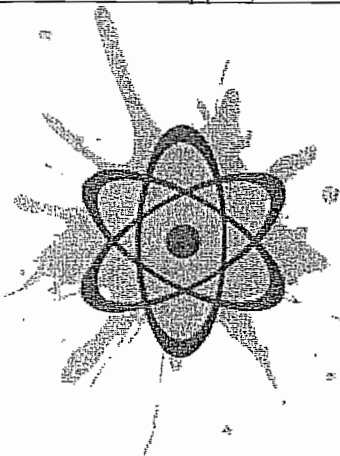
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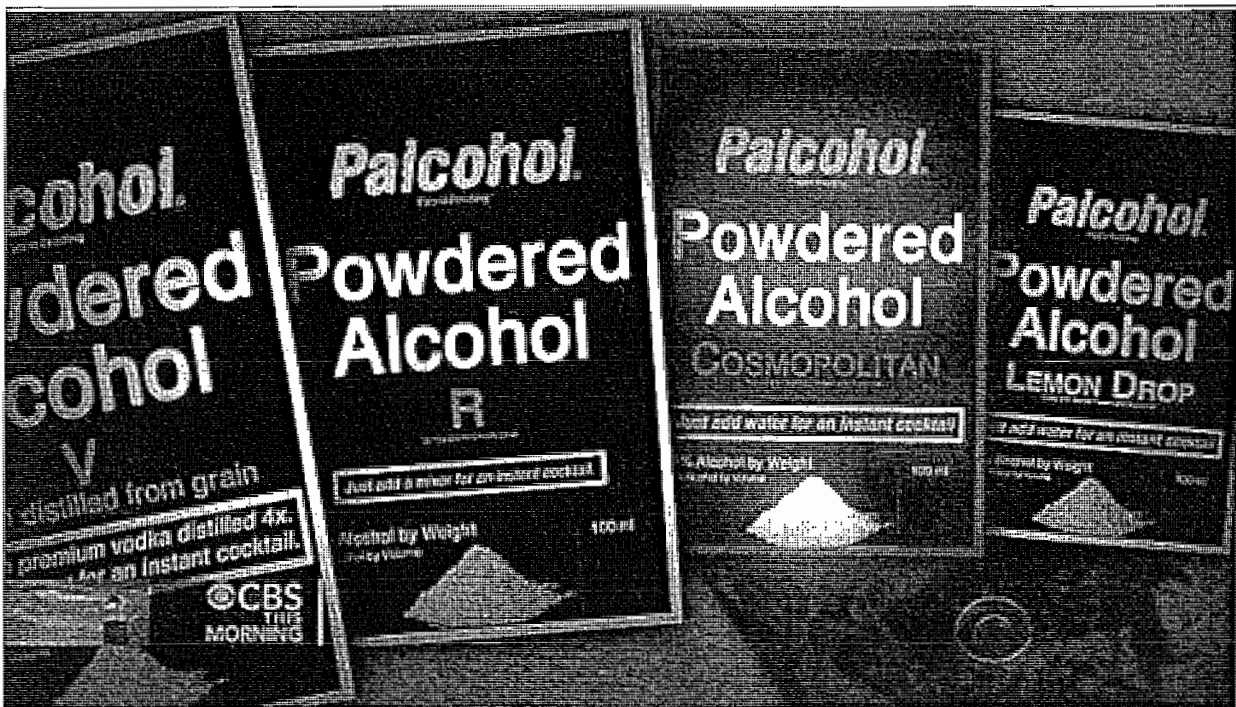
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By JESSICA FIRGER / CBS NEWS / April 23, 2014, 1:53 PM

# Palcohol powdered alcohol may present serious health risks, experts say



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A new product going by the brand name Palcohol got a rush of media attention this week. Palcohol is simply freeze-dried alcohol in powder form, packaged in small packets that promise an easy way to take a stiff drink on the go. Some health experts are concerned it could be easily misused or abused, with potentially dangerous consequences.

Palcohol's labels were approved by regulators at the Alcohol and Tobacco Tax and

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Trade Bureau earlier this month, before that decision was abruptly rescinded. On Monday a spokesperson from the agency told CBS News that the approvals were "issued in error."

W:

Despite that stumbling block, Palcohol may still hit the market later this year. Regulators say they will reevaluate how much powder is in the packets and therefore the volume of alcohol each packet contains. Palcohol will need to resubmit the proposed labels to ensure the contents are explained clearly so consumers don't abuse or misuse the product.

The risk of abuse is high, experts say. The convenience of the packets could encourage over-consumption of alcohol, as well as accidents caused by intoxication, such as drunken driving.

Dr. Kennon Heard, an ER doctor and medical toxicologist at the University of Colorado, told CBS News that because Palcohol is a new product there's a risk for inadvertent misuse by people unfamiliar with its potency.

W

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"The other potential is that given the flavors it comes in, there's the potential for it to be very appealing to small children," he said. The makers of Palcohol say the powders will be available to taste like cocktails such as a cosmopolitan and margarita.

As a doctor of emergency medicine, Heard has observed the repercussions of misuse of a number of novel intoxicating products. "We had this episode a few years ago with fortified sweet alcohol drinks," he said of Four Loko, an alcoholic beverage that also contains caffeine. "Younger people who did not know the products were drinking them and getting intoxicated much faster." The Food and Drug Administration later issued a warning, and eventually banned the beverages.

There have also recently been a number of recent cases involving overdosing on edible marijuana, in which individuals ingested as much as four times the recommended dose.

Additionally, some experts are concerned that the new powdery substance can be inhaled like illicit drugs such as cocaine and heroin. This would transmit the substance through the sinuses to the brain-blood barrier, which would result in an immediate high.

Heard says he's aware of a number of instances where people have figured out how to inhale ethanol through a nebulizer or other medical equipment that turns liquids into mist.

"We need some precautions here -- maybe put a little more binding in there like flour," said attorney Robert Lehrman, whose firm handles regulatory issues surrounding alcohol. Lehrman's firm uncovered the initial paperwork regarding

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the TTB's approval for the product. "What remains is the concealability and portability is on steroids."

While the recommended use for Palcohol is simply to add water to the powder, the company also suggests customers could experiment with more creative concepts, such as sprinkling it on food for "an extra kick."

Mark Philips, the creator of the product, told CBS News in an email statement that if used responsibly, Palcohol is as safe as standard alcohol.

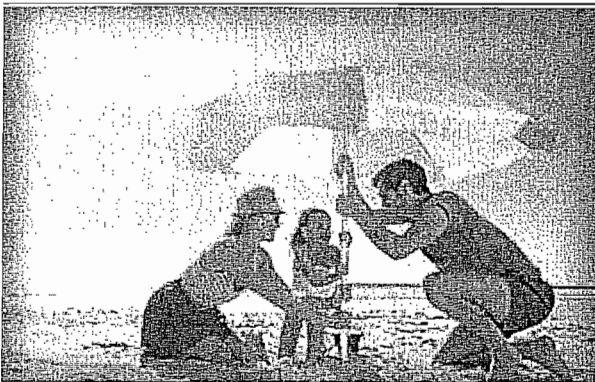
"What Palcohol offers, because it's a powder, is portability and lightness," he said. "It is a great convenience for the person involved in activities where weight and bulk is a factor...like hiking, backpacking, etc. One package weighs about an ounce and is small enough to fit into any pocket."

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Simple precautions can help you and your family enjoy summer safely



Attachment: 6 16 15 General Info about Powdered Alcohol (1112 : Powdered Alcohol)

**Town of Yucca Valley**  
**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Lesley Copeland, Town Clerk

**Date:** June 9, 2015  
**Meeting Date:** June 16, 2015

**Subject:** Appointment of Voting Delegate and alternate for the business meeting of the League of California Cities Annual Conference

**Recommendation:**

Designate a Voting Delegate, and an alternate for the business meeting of the 2015 League of California Cities Annual Conference

**Prior Review**

None for this particular action.

**Order of Procedure**

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

**Discussion**

The League of California Cities Annual Conference will be held September 30 - October 2, 2015 in San Jose, with the business meeting to be held on Friday, October 2, at the San Jose Convention Center. Each city is asked to formally designate a member as the voting delegate and up to two members as alternates. During the Annual business meeting when the policies of the League of California Cities are adopted, the designee shall be authorized to cast votes on behalf of the Town. Only persons so designated are allowed to vote. Traditionally, the Mayor casts the ballot, with another Council Member appointed as an alternate in the event it is not convenient for the Mayor to vote for any reason.

**Alternatives**

Any members of the Council may be designated.

**Fiscal Impact**

None

**Attachments:**

locc\_votingdel\_2015



CITY: \_\_\_\_\_

2015 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

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

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

2. VOTING DELEGATE - ALTERNATE

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

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

3. VOTING DELEGATE - ALTERNATE

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

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

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

**Please complete and return by Friday, September 18, 2015**

League of California Cities  
ATTN: Kayla Gibson  
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Sacramento, CA 95814

FAX: (916) 658-8240  
E-mail: kgibson@cacities.org  
(916) 658-8247

Attachment: locc\_votingdel\_2015 (1109 : LOCC Voting Delegate)

## Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



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**Council Action Advised by July 31, 2015**

May 29, 2015

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

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