



**City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority**

AGENDA

Wednesday

Regular

**Closed Session 5:30 p.m.
Regular Session 6:00 p.m.**

October 15, 2014

**City Hall
100 West California Avenue
Ridgecrest CA 93555**

(760) 499-5000

**Daniel O. Clark, Mayor
Marshall 'Chip' Holloway, Vice Mayor
James Sanders, Council Member
Lori Acton, Council Member
Steven P. Morgan, Council Member**

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LAST ORDINANCE NO. 14-01
LAST RESOLUTION CITY COUNCIL NO. 14-103
FINANCING AUTHORITY
HOUSING AUTHORITY
SUCCESSOR REDEVELOPMENT AGENCY

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday October 15, 2014

CITY COUNCIL CHAMBERS CITY HALL
100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 5:30 p.m.
Regular Session – 6:00 p.m.

This meeting room is wheelchair accessible. Accommodations and access to City meetings for people with other handicaps may be requested of the City Clerk (499-5002) five working days in advance of the meeting.

In compliance with SB 343. City Council Agenda and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. Kern County Library – Ridgecrest Branch, 131 E. Las Flores Avenue, Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

AGENDA - CITY COUNCIL - REGULAR

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CLOSED SESSION

GC54959.8 Local Agency Real Property Negotiations – Negotiation for Receipt and/or sale or use – APN's 508-020-12 & 13 – Ridgecrest Sr. Housing Project. Agency Negotiators Dennis Speer, City Manager And Gary Parsons, Economic Development Program Manager

GC54956.9 (d)(1) Conference With Legal Counsel – Liability Claim Of Christopher Calvi – Claim No. 14-11

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other
 - Groundwater Sustainability District

PUBLIC COMMENT

PRESENTATIONS

1. Proclamation To Kern Energy Watch Declaring The Month Of October As Energy Awareness Month Ford
2. Presentation To Council By Justin O'Neill Entitled "Gigabit Leadership" Clark

CONSENT CALENDAR

3. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Community Development Block Grant (CDBG) Activity Agreement (CD# 17.12.1) With The County Of Kern For CDBG Grant Funding For The Design Engineering Of Handicap Access Improvements In The City Of Ridgecrest And, Accepting The Terms Of The Receipt Of CDBG Funds And Authorizing The City Manager, Dennis Speer, To Sign The Agreement Speer

AGENDA - CITY COUNCIL - REGULAR

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4. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Authorizing Award Of A Construction Contract To Griffith Company For The Road Reconstruction Of An Existing Alley Way In Front Of City Hall And The Resurfacing North Mahan Street From Ward Avenue To West Graaf Avenue And Gateway Boulevard From East Bowman Road To East Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Execute The Contract Speer
5. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Contract Change Order Number Six, Seven, And Eight With The Contractor Griffith Company To Provide Services For The Installation Of New Service Meters For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer To Sign The Change Order Number Six, Seven And Eight Speer
6. Adopt A Resolution To Approve The Final Balancing Contract Change Order, Authorize The City Manager, Dennis Speer, To Sign The Notice Of Completion, Authorize The City Clerk To File The Notice Of Completion And Authorize The Release Of Retention On The Upjohn Traffic Signal At The Intersection Of South China Lake Boulevard And Upjohn Avenue Speer
7. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Authorizing The Partial Disability Retirement Of Sworn Safety Member Anthony Agostinacci Strand
8. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving The Attached Salary Schedules For Employee Classifications McQuiston
9. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority For Meeting Dated October 1, 2014 Ford

DISCUSSION AND OTHER ACTION ITEMS

10. Presentation Of Quarterly Department Report By The Finance Department McQuiston

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark

Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center

Next Meeting: To Be Announced

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Veterans Advisory Committee

Members: Dan Clark

Meetings: 1st and 3rd Tuesday of the Month At 6:00 p.m., Kerr McGee Center

Next Meeting: To Be Announced

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway

Meetings: 1st Wednesday Of The Month, 8:00 A.M.

Next Meeting: To Be Announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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**A Proclamation of
The City Of Ridgecrest, California
DECLARING OCTOBER 2014 AS ENERGY AWARENESS MONTH**

WHEREAS, City of Ridgecrest is an active member of the Kern Energy Watch Partnership, which is a partnership between the County of Kern, the cities of Arvin, Bakersfield, California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, Wasco, and Pacific Gas & Electric Company, Southern California Edison Company, Southern California Gas Company, the Kern Economic Development Foundation and Kern Council of Governments; and

WHEREAS, our lives at home, school, work, and play affect the consumption and production of energy; and

WHEREAS, the development of renewable energy sources and the efficient use of nonrenewable energy supplies offer employment opportunities, economic growth, and allow for the preservation of our natural resources; and

WHEREAS, Kern Energy Watch will conduct a public awareness campaign to provide information to residents through outreach events, door-to-door visits in various neighborhoods in the County, and newspaper advertisements that ask individuals to take five minutes to review their daily routine in order to conserve energy, empower others to take action, and join together to save energy and money; and

WHEREAS, energy efficiency programs protect our environment, reduce air pollution, save water, and reduce greenhouse gases; and

WHEREAS, CommuteKern.org will celebrate October 6th-10th, 2014 as Rideshare Week, promoting saving energy in the transportation sector by encouraging people to ride their bikes, carpool, vanpool, ride the bus, or walk; and

WHEREAS, simple steps such as participating in an energy audit, weatherizing your home, purchasing energy efficient light bulbs, using programmable thermostats, decreasing hot water heater temperature settings to 120°F, and replacing outdated appliances can save families money and help meet our State and local energy efficiency goals.

NOW THEREFORE BE IT PROCLAIMED by the City Council of the City of Ridgecrest, October 2014 as Energy Awareness Month In the City of Ridgecrest, and encourage all residents and businesses to take necessary steps to increase energy efficiency at home and work to create a sustainable energy future for our city.

Proclaimed this 15th Day of October 2014


Daniel O Clark, Mayor



**Marshall 'Chip' Holloway
Vice Mayor**


**James Sanders
Council Member**


**Lori Acton
Council Member**


**Steven P. Morgan
Council Member**

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Presentation to Council by Justin O'Neill – "Gigabit Leadership"

PRESENTED BY:

Dan Clark - Mayor

SUMMARY:

This Presentation covers an outline of internet use, broadband technologies, and the next steps to develop a digital community

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Informational presentation, no Council action required

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Justin O'Neill
(Rev. 02/13/12)

Action Date: October 15, 2014

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approval Of A Community Development Block Grant (CDBG) Activity Agreement (CD# 17.12.1) With The County Of Kern For CDBG Grant Funding For The Design Engineering of Handicap Access Improvements in the City of Ridgecrest; Acceptance Of The Terms Of The Receipt Of CDBG Funds and Authorization for the City Manager, Dennis Speer, to Sign the Agreement

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
The overall purpose of this Activity Agreement is for the design engineering and related work for the construction of Handicapped Access Improvements within the public right-of-way for the City of Ridgecrest. The goal is to optimize the pedestrian experience for the disabled, provide safe and usable pedestrian facilities and to assure compliance with all federal, state and local regulations and standards.

The City of Ridgecrest shall implement the Project and shall be responsible for preparing Requests for Proposal, making contract awards, and administering contracts. The City will also be responsible for the operation and maintenance of the completed renovation improvements.

The City has been allocated Seventy-five hundred dollars (\$7,500) by CDBG for design of this project.

Staff recommends that the City enter into the subject Community Development Activity Agreement with the County of Kern for the receipt of CDBG funds related to the subject project.

FISCAL IMPACT: None
Reviewed by Finance Director

ACTION REQUESTED:
Adopt A Resolution Of The City Council of the City of Ridgecrest Approving A Community Development Block Grant (CDBG) Activity Agreement (CD# 17.12.1) With The County Of Kern For CDBG Grant Funding For The Design Engineering of Handicap Access Improvements in the City of Ridgecrest and, Accepting The Terms Of The Receipt Of CDBG Funds and Authorizeing the City Manager, Dennis Speer, to Sign the Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: October 15, 2014

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RESOLUTION NO. 14-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITY AGREEMENT (CD# 17.12.1) WITH THE COUNTY OF KERN FOR CDBG GRANT FUNDING FOR THE DESIGN ENGINEERING OF HANDICAP ACCESS IMPROVEMENTS IN THE CITY OF RIDGECREST AND, ACCEPTING THE TERMS OF THE RECEIPT OF CDBG FUNDS AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT

WHEREAS, The overall purpose of this Activity is for the design engineering and related work for the construction of Handicapped Access Improvements within the public right-of-way for the City of Ridgecrest); and

WHEREAS, The goal is to optimize the pedestrian experience for the disabled, provide safe and usable pedestrian facilities and to assure compliance with all federal, state and local regulations and standards; and

WHEREAS, The City of Ridgecrest shall implement the Project and shall be responsible for preparing Requests for Proposal, making contract awards, and administering contracts; and

WHEREAS, The City will also be responsible for the operation and maintenance of the completed renovation improvements; and

WHEREAS, The City has been allocated Seventy-five hundred dollars (\$7,500) by CDBG for design of this project; and

WHEREAS, Staff recommends that the City enter into the subject Community Development Activity Agreement with the County of Kern for the receipt of CDBG funds related to the subject project.

NOW, THEREFORE, BE IT RESOLVED that The City Council of the City of Ridgecrest Hereby Adopts A Resolution Approving A Community Development Block Grant (CDBG) Activity Agreement (CD# 17.12.1) With The County Of Kern For CDBG Grant Funding For The Design Engineering of Handicap Access Improvements in the City of Ridgecrest and, Accepting The Terms Of The Receipt Of CDBG Funds and Authorizing the City Manager, Dennis Speer, to Sign the Agreement.

APPROVED AND ADOPTED this 15th Day of October, 2014 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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**AGREEMENT
COMMUNITY DEVELOPMENT ACTIVITY
CITY OF RIDGECREST HANDICAPPED ACCESS IMPROVEMENTS
(DESIGN WORK ONLY)
CD#17.12.1
(County – City of Ridgecrest)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, ("Agreement") by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY"), and CITY OF RIDGECREST within the County of Kern ("CITY"),

WITNESSETH

WHEREAS:

(a) The Congress of the United States has enacted Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), ("Act"), which provides for Community Development Block Grants for eligible activities;

(b) COUNTY has submitted the required documents to the Department of Housing and Urban Development ("HUD") for receipt of a Community Development Block Grant, Catalogue of Federal Domestic Assistance ("CFDA") Number 14.218, ("Grant") pursuant to the Act;

(c) COUNTY and CITY entered into a Community Development Block Grant Cooperative Agreement on July 5, 2011, wherein the parties thereto agreed to undertake activities eligible for Grant assistance within the corporate limits of CITY;

(d) COUNTY is empowered under the Act to administer Grant funds pursuant to the Act, and to enter into activity agreements with cities which have executed Community Development Block Grant Cooperative Agreements with COUNTY for Community Development activities;

(e) CITY has requested the use of Grant funds for design engineering and related work for the construction of handicapped access improvements within the public right-of-way in the CITY; and

(f) COUNTY desires to assist CITY by providing Grant funding for the design engineering and related work for the construction of handicapped access improvements within the public right-of-way in the CITY.

NOW, THEREFORE IT IS MUTUALLY AGREED between COUNTY and CITY as follows:

1. Definitions

a. Except to the extent modified or supplemented by the Grant Agreement between COUNTY and HUD dated June 29, 2012, ("HUD Grant to COUNTY") any term defined in Title I of the Act, or the HUD Community Development Block Grant regulations at 24 CFR Part 570 shall have the same meaning when used herein.

b. "Program" means COUNTY's Community Development Program, including the administration thereof, with respect to the terms of the HUD Grant to COUNTY.

c. "Project" means the design and construction of handicapped access improvements within the public right-of-way in the CITY, all as more fully described in **Schedule "A"**, attached hereto and incorporated herein by this reference as if set forth in full.

d. "Activity" means the design engineering and related work for the construction of handicapped access improvements within the public right-of-way in the CITY, all as more fully described in **Schedule "A"**, attached hereto.

e. "Program Income" shall have, with respect to the Activity undertaken pursuant to this Agreement, the same meaning as the definition found in the HUD Community Development Block Grant regulations at 24 CFR part 570.500(a)(1), as amended, at 24 CFR part 570.504, and as defined in HUD Training Bulletin CPD-90-1, dated April 1990, entitled "Program Income".

f. "Change in Use Restriction Period" means that period which starts upon filing of the Notice of Completion, in the case of construction work, or upon the close of escrow if Grant funding is solely for the acquisition of property, and ends five (5) years after HUD ceases to consider the CITY to be part of the COUNTY's entitlement jurisdiction.

CITY may cease to be part of COUNTY's entitlement jurisdiction by:

Expiration of, or CITY's failure to renew, the CITY/COUNTY Cooperative Agreement dated July 5, 2011; or

HUD's order to cancel the CITY/COUNTY Cooperative Agreement dated July 5, 2011; or

COUNTY ceasing to be a Grant entitlement jurisdiction; or

The federal government's termination of the Grant program.

g. "Expiration of Agreement" means the date of expiration of the Change in Use Restriction Period or the date of resolution of all monitoring findings as determined solely by COUNTY, whichever occurs last.

h. "Subgrantee" and "Subrecipient" as these terms are used in any of the attached exhibits, means CITY.

i. Whenever duties or obligations are performed jointly by CITY and COUNTY, CITY and COUNTY will be referred to as "PARTIES".

2. Maximum Amount Payable Under Agreement and Mode of Payment

a. COUNTY shall reimburse CITY, or its designee(s), through progress payments for Activity costs incurred pursuant to this Agreement upon CITY making satisfactory progress, as determined solely by COUNTY, towards the completion of the Activity detailed in the attached **Schedule "A"**; provided, however, that the total amount made available by COUNTY through this Agreement and payable to CITY, or its designee(s), shall not exceed FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750). Unless PARTIES otherwise expressly agree in writing, CITY agrees to accept sole financial responsibility for all costs related to this Activity in excess of the FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750) made available by COUNTY pursuant to this Agreement.

b. COUNTY's duty to pay CITY is expressly contingent on COUNTY's receipt and continued use of Grant funds from the federal government allocated for this Activity. In the event such funds are not received by COUNTY, or are reallocated by HUD after receipt and prior to completion of the Grant funded Activity, this Agreement shall be immediately terminated or suspended as of the date the Grant funds are or become unavailable, and COUNTY shall have no further obligation to CITY under this Agreement until such time, if ever, that Grant funds are approved by HUD and allocated for the Activity which is the subject of this Agreement. CITY agrees to indemnify and hold COUNTY harmless pursuant to the indemnification provisions of this Agreement from any costs, liabilities, losses, damages or expenses incurred as a result of termination of the Agreement due to unavailability of the Grant funds for this Activity.

c. Payments shall be made to CITY, or its designee(s), upon CITY's submittal to COUNTY of a monthly certified claim executed by a properly designated official of CITY indicating the percentage of the Activity that has been completed. Said certified claims shall be itemized and properly documented to clearly show the items, tasks or services for which reimbursement is being claimed and the basis for cost computation whether by cost per hour, cost per weight, cost per task or other measurement as agreed by and between PARTIES, as more fully described in the attached **Schedule "A"**.

d. After receipt and approval by COUNTY of a monthly certified claim for design engineering and related work, COUNTY shall make a payment to CITY, or its designee(s), in the amount of one hundred percent (100%) of COUNTY's pro rata portion of Activity costs. CITY agrees that COUNTY is hereby empowered to make an independent determination of the percentage of the Activity which has been satisfactorily completed and any such determination by COUNTY is conclusive.

3. CITY's Obligations

In addition to CITY's obligations as set forth in other sections of this Agreement, CITY agrees to perform the following specific duties:

a. CITY shall be responsible for implementation of this Activity. Implementation shall include preparation of request for proposal documents, if any; and solicitation and hiring

of design engineers, construction inspectors, contract administrators/HUD compliance monitors and testing firms and other necessary related vendors. CITY will provide COUNTY with all request for proposal documents, including changes requested during the procurement process for these services, for COUNTY review and approval prior to their use.

b. CITY agrees that COUNTY may terminate, suspend and/or reduce the amount of Grant funding provided for in this Agreement if all work performed by CITY is not completed satisfactorily and within the budgetary limits and time schedule milestones provided for in this Agreement. The length of any suspension or the amount of the reduction of Grant funding shall be at COUNTY's sole option and will be principally based on timely initiation of CITY's design obligations under this Agreement. COUNTY agrees that delays in completion of the work subject to this Agreement may result for reasons outside the control of CITY, and agrees that COUNTY will extend the time for completion of the work for unavoidable delays for a reasonable period, as determined solely by COUNTY. However COUNTY shall not be obligated to pay or to otherwise reimburse CITY for work performed subject to this Agreement if Grant funding for the Activity is revoked or suspended by HUD due in part or whole to the delay in the completion of the work contemplated by this Agreement.

c. CITY shall be responsible for complying with all applicable local, state, and federal regulations. If CITY hires a consultant to provide compliance monitoring required to ensure to the satisfaction of HUD and COUNTY, that all applicable regulations are met during the construction of the Project, CITY shall monitor the consultant's compliance efforts and shall remain responsible to COUNTY for providing compliance monitoring records in a form acceptable to COUNTY. CITY agrees to become familiar with the applicable statutes, regulations and guidelines governing the Grant program. All applicable statutes, regulations, guidelines, codes, rules and executive orders referred to in this Agreement are as from time to time amended.

d. CITY or any vendors or contractors hired by CITY to perform work on the Activity shall obtain any and all permits necessary to implement this Activity from appropriate state, COUNTY and/or CITY agencies.

e. CITY shall be responsible for the control and safety of CITY officers, employees, agents, and invitees during the implementation of this Activity. CITY shall take all actions necessary to ensure the safety of its employees and invitees during the implementation of the project and during the subsequent maintenance and operation of the Ridgecrest Handicapped Access Improvements funded pursuant to this Agreement.

f. CITY shall cooperate fully with COUNTY in undertaking, monitoring and completing this Project.

g. CITY shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activity to be completed under this Agreement.

h. Subsequent to proposal due dates, if the Director of COUNTY Planning and Community Development Department determines that funds budgeted herein are insufficient to satisfactorily accomplish or complete the work referenced in this Agreement, CITY will

have thirty (30) calendar days from the date of such determination to obtain additional funding beyond COUNTY's maximum financial obligation or satisfactorily reduce the scope of the work, as provided for herein. If CITY does not obtain the necessary additional funding, or a reduction of scope is not successful in satisfactorily lowering overall Activity costs, PARTIES hereby agree to mutually terminate this Agreement according to the requirements and standards of 24 CFR part 85.44, "Termination for Convenience". In the event of termination, the work contemplated herein shall be abandoned and COUNTY shall incur no liability whatsoever to CITY for expenses incurred after termination of this Agreement or for costs related to any subsequent completion of the work contemplated by this Agreement.

i. CITY shall be responsible, during the Change in Use Restriction Period, for the continued use (for the purpose described herein) of the Ridgecrest Handicapped Access Improvements funded pursuant to this Agreement and shall comply with federal property management regulations and standards in accordance with 24 CFR part 570.501, "Responsibility for Grant Administration"; and with 24 CFR part 570.503(b)(7), "Reversion of Assets".

j. In the event that CITY cannot or fails to utilize the subject improvements for the purpose described herein throughout the Change in Use Restriction Period, CITY shall immediately notify COUNTY regarding CITY's proposed new use of the subject improvements. COUNTY shall review the Grant eligibility and national objective compliance of the proposed new use of the subject improvements prior to CITY and COUNTY performing any of the following steps listed in this section. COUNTY will communicate in writing to CITY its determination in this matter. After COUNTY has made its determination, and if directed by COUNTY, CITY shall conduct a public hearing to provide affected citizens an opportunity to comment on CITY's proposed new use of the subject improvements. After these steps have been completed, COUNTY, at its option, may require that CITY comply with one of the following:

(1) Reimburse COUNTY in an amount equal to the Grant funds expended for this Activity or its "proportionate share" of the current "Fair Market Value" (as defined by the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Article 4, Section 1263. 320) of all real property and/or improvements for which Grant assistance was provided pursuant to this Agreement, whichever is more. "Proportionate share" is that amount equivalent to COUNTY's percentage contribution toward the total acquisition, design, construction or other cost(s) of the Project, as described in **Schedule "A"** of this Agreement, or

(2) Offer the improvements for which Grant funds were expended pursuant to this Agreement for sale at "Fair Market Value" and, subsequent to sale, reimburse COUNTY for its "proportionate share" of the sales price.

PARTIES shall first use good faith efforts in an attempt to agree on the "Fair Market Value". If, however, PARTIES are unable to agree, they shall, within thirty (30) days from and after written request given by either party to the other, select an arbitrator mutually acceptable to both PARTIES. The arbitrator shall render an advisory decision as to the "Fair Market Value" of the real property and/or improvements referenced in this Agreement. The arbitrator's decision in this matter shall be nonbinding and advisory only; provided, however, that PARTIES shall, in good faith, give serious consideration to the arbitrator's decision.

If PARTIES are unable to agree with a single arbitrator within the above-referenced thirty (30) days, then each shall, within twenty (20) additional working days, appoint one (1) arbitrator and the two (2) arbitrators shall select a third arbitrator within ten (10) additional working days after both are selected. Any decision as to the "Fair Market Value" determined and jointly agreed upon by any two (2) of the three (3) arbitrators shall be nonbinding and advisory only; provided, however, that PARTIES shall each give good faith and serious consideration to the arbitrators' decision.

All arbitrators shall be real estate appraisers who have at least ten (10) years experience in appraising real estate in the State of California and must be either a member of the American Institute of Real Estate Appraisers, holding an M.A.I. (Member of Appraisal Institute) designation, or a member of the Society of Real Estate Appraisers, holding an S.R.P.A. (Senior Real Property Appraiser), or an S.R.E.A. (Society of Real Estate Analysts) designation. PARTIES shall each pay half of the fees and necessary expenses for the arbitrators.

In no event shall the amount reimbursed to COUNTY be less than COUNTY's total contribution toward the Project. The Change in Use Restriction, as stated herein, shall be in effect for that period defined in Paragraph 1.f. of this Agreement.

4. COUNTY's Obligations

a. Any regulation enacted by COUNTY to facilitate the administration of the Grant will be made available to CITY by County's Board of Supervisors or its designee.

b. COUNTY shall make available to CITY, at its written request, copies of the terms of the Grant.

c. COUNTY shall cooperate fully with CITY in undertaking this Activity and process CITY invoices for payment under this Agreement with due diligence.

d. COUNTY shall review request for proposal documents submitted by CITY and shall provide comments and approval or disapproval.

5. Laws and Regulations

a. CITY agrees to comply with the provisions of the Act, any amendments thereto, the federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to COUNTY now or hereafter in effect, and the regulations now or hereafter enacted by COUNTY to facilitate its administration of the Grant in Kern County, or any other statute, regulation or guideline applicable to the Program. CITY shall become familiar with the applicable statutes, regulations and guidelines governing the Grant program, each of which is made a part hereof and incorporated herein by this reference as if set forth in full.

b. It is agreed that all provisions of State of California law applicable to public contracts (except to the extent California law may be waived and is waived by the PARTIES) are a part of this Agreement to the same extent as if set forth herein in full and shall be complied with by CITY under this Agreement and any related agreements.

6. Records and Administration

a. In the event CITY expends at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in federal financial assistance in any single fiscal year, from all sources combined, it shall arrange at its own expense for performance of a "Single Audit" of its entire operation by an independent auditor. Such audit shall comply with the requirements and standards of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", including appendices; Pub. L. 98-502, "Single Audit Act of 1984", as amended; 24 CFR part 85.26, "Non-Federal Audit"; and OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"; all of which are incorporated herein by this reference as if set forth in full.

The results of the audit must be submitted to COUNTY within thirty (30) days of completion. Acceptance of CITY's audit reports by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY, or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the federal or state government.

b. As a condition of receiving federal financial assistance under this Agreement, CITY agrees to comply with 24 CFR part 91.105(h), "Access to Records". It is further agreed by CITY that any agreement between CITY and its independent auditor shall provide for access during normal business hours to the independent auditor's work papers by federal, state and COUNTY auditors, or their authorized agents, as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require CITY's independent auditor to retain for review purposes said audit work papers for a minimum of five (5) years from date of audit completion or until all related audit issues are resolved, whichever should occur later.

c. CITY agrees to maintain a financial management system which complies with 24 CFR part 85.20, "Standards for Financial Management Systems", except paragraph (a). Particular reports and records that may be applicable to this Activity and require compliance by CITY are described in and attached hereto as **Exhibit "A"**, and are incorporated herein by this reference as if set forth in full.

d. CITY agrees to comply with the methods and procedures for payment as outlined in 24 CFR part 85.21, "Payment", except as modified by 24 CFR part 570.513, "Lump Sum Drawdown for Financing of Property Rehabilitation Activities".

e. CITY agrees to comply with the standards and requirements of 24 CFR part 85.33, "Supplies", and 24 CFR part 85.32, "Equipment", with the exception that in all cases in which the equipment is sold, the proceeds shall be considered to be Program Income and be immediately refundable to COUNTY.

f. CITY agrees to comply with the requirements and standards of 24 CFR part 85.36, "Procurement", except paragraph (a), and 24 CFR part 85.22, "Allowable Costs".

g. CITY agrees to comply with the standards and requirements of 24 CFR part 85.35, "Subawards to Debarred and Suspended Parties", and 24 CFR part 85.40, "Monitoring and Reporting Program Performance", except paragraphs (b) through (d) and paragraph (f)

thereof. CITY further agrees that COUNTY has the right to monitor and supervise the administration and/or implementation of the Activity to be completed pursuant to this Agreement to help ensure compliance with the requirements of the Act as now or hereinafter amended, the federal regulations as now or hereafter promulgated pursuant to the Act, or guidelines developed by the federal government for administering and/or implementing the Activity, or any other statute, rule, regulation or guideline applicable to the administration and/or implementation of the Grant program.

h. CITY agrees to comply with the standards and requirements of 24 CFR part 85.43, "Enforcement", and 24 CFR part 85.44, "Termination for Convenience". CITY also agrees that COUNTY can, by unilateral action, terminate this Agreement, with cause, by giving ten (10) days prior written notice to CITY. In the event COUNTY determines that an intentionally false or fraudulent certified claim has or is being filed, COUNTY, in its sole discretion, may immediately terminate this Agreement and/or CITY shall reimburse COUNTY for any and all funds found to be improperly paid, as well as those reasonable costs, including attorney fees, associated with the investigation and recovery of the contested claims and/or amounts.

i. CITY shall be accountable to COUNTY for any and all Grant funds expended by CITY or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative thereof was acting within the scope of his employment. CITY shall repay COUNTY the full amount of any improperly expended Grant funds upon demand and shall comply with the requirements of 24 CFR part 85.51, "Later Disallowances and Adjustments". COUNTY may retain any funds of CITY in COUNTY's possession as an offset against the debt resulting from such improper expenditure.

j. CITY agrees to comply with the standards and requirements of 24 CFR part 85.52, "Collection of Amounts Due".

k. CITY shall return to COUNTY, within forty-five (45) days of receipt, all Program Income which is directly generated by Grant funded activities during the Change in Use Restriction Period.

l. At COUNTY's sole option, COUNTY may either terminate this Agreement upon three (3) days written notice to CITY or withhold funds from the Activity if CITY is not complying with provisions of the Act, federal regulations thereunder, terms of the Grant from the federal government to COUNTY, the regulations of COUNTY to facilitate the administration of the Grant, the terms of this Agreement, or any other statute or regulation applicable to the Program or administration thereof as determined solely by COUNTY. Should COUNTY become subject to any claims, causes of action, costs or sanctions due to any failure by CITY or CITY's agent to comply with all applicable federal, state, and local laws and regulations, CITY hereby agrees to be solely liable for any such expenses, costs, damages and sanctions and shall fully reimburse, hold harmless, and indemnify COUNTY for any payments made or funding lost by COUNTY and COUNTY's expenses related thereto, including COUNTY's costs and attorney's fees.

7. Use Restriction Monitoring

Beginning approximately one year after the date of the filing of the Notice of Completion and resolution of all monitoring findings, CITY shall provide COUNTY a Monitoring Letter regarding the physical condition and usage of the improvements constructed with Grant funds pursuant to this Agreement for the purpose of determining compliance with the change in use restriction during the period defined in Paragraph 1.f. herein. The purpose of the Monitoring Letter is to ensure that the Grant funded improvements continue to be properly maintained and utilized for their original eligible use or for another Grant use approved by COUNTY in accordance with applicable regulations found at 24 CFR part 570.201.

The Monitoring Letter shall consist of a written description of the physical condition of the improvements; any maintenance performed on the improvements during the past twelve (12) months; and any proposed changes in the future use of the improvements. Said Monitoring Letter shall be signed by the City Manager/Administrator or his/her designee. CITY shall submit the Monitoring Letter to COUNTY by no later than June 30 of each year. COUNTY may elect to conduct a visual inspection of the improvements and shall notify CITY at least two (2) weeks in advance of each monitoring visit.

A determination regarding continued compliance and/or any related findings, conditions or sanctions shall be made and communicated in writing to CITY by COUNTY following review of the annual monitoring letter or each monitoring visit.

8. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients

Assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts, or otherwise engage the services of, or fund any contract or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24.

9. Political Activity

CITY agrees that no Grant funds shall be expended to finance any political activity in contravention of the Hatch Act of 1939, as amended, 5 U.S.C. 15 et seq.

10. Prohibited Use of Federal Funds for Lobbying

CITY certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CITY shall complete and submit, in accordance with its instructions, Standard Form-LLL, "Disclosure of Lobbying Activities", attached hereto as Exhibit "B" and incorporated herein as if set forth in full.

CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under any federal grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. Use of Grant Funds for Religious Purpose

CITY agrees that no Grant funds shall be expended for the design, construction, operation, or maintenance of any facility used for inherently religious activities.

12. Prohibited Interest of Officials and Employees

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No member, officer or employee of CITY, or its designees or agents, no member of the Board of Supervisors of COUNTY or any other public official who exercises any functions or responsibilities with respect to the Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. CITY shall incorporate or cause to be incorporated, in all contracts or subcontracts, relating in any manner to this Agreement, a provision prohibiting such interest.

The PARTIES to this Agreement have read and are aware of the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All PARTIES hereto agree that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. CITY shall comply with the requirements of Government Code, section 87100 et seq., during the term of this Agreement.

13. Nondiscrimination Requirements

CITY is subject to all applicable requirements of the following Acts, promulgations and regulations with respect thereto:

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Where the federal financial assistance is to provide or is in the form of personal property or real property interest therein or

structures thereon, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, via the instrument effecting any disposition by the applicant or transferee, in the case of a subsequent transfer, of such real property, structures or improvements thereon, or interests therein, to require a covenant running with the land assuring nondiscrimination for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the applicant retains ownership or possession of the property, whichever is longer. Under this assurance the United States shall have the right to seek its judicial enforcement. CITY is required to take all measures necessary to effectuate this Title in the manner set forth in Section 1.5 of the above-mentioned regulation, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference as if set forth in full.

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and requiring action to affirmatively further fair housing in the sale, lease or rental of housing, the financing of housing, and the provision of brokerage services within COUNTY's jurisdiction.

c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR part 570.602), which provide that no person in the United States shall on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

d. Executive Order 11063, as amended, and the regulations issued pursuant thereto (24 CFR part 107) which require that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, rental, leasing or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are owned or operated by the federal government, or provided with federal assistance by HUD, and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by HUD.

14. Equal Employment Opportunity

During the implementation of this Activity and during subsequent operation of any facility assisted pursuant to this Agreement, CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CITY shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including apprenticeship. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY and/or HUD setting forth the provisions of this nondiscrimination clause. CITY shall state, through such nondiscrimination clause, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Government contracts. Except as otherwise provided for in Parts II, III and IV of Executive Order 11246, dated September 24, 1965, as amended, and in attendant Code of Federal Regulation provisions, CITY shall require to be included in each U. S. Government contract entered into by CITY and modification thereof if not included in the original contract, the "Equal Opportunity" clause contained in Section 202 of Executive Order 11246 (48 CFR part 52.222 - 26), as amended, and set out in Exhibit "D", attached hereto and incorporated herein by this reference as if set forth in full.

CITY agrees that it shall assist and cooperate actively with COUNTY, HUD, and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish COUNTY, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist COUNTY and HUD in the discharge of their primary responsibilities for securing compliance.

CITY agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CITY agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to CITY under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Nondiscrimination on the Basis of Age

CITY is subject to the Age Discrimination Act of 1975, as amended, (Title III, Pub. L. 94-135) and attendant regulations at 24 CFR part 146, which prohibits, except as otherwise provided, that any person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. CITY is also subject to the Age Discrimination in Employment Act of 1967 addressing age discrimination in employment for persons between the ages of forty (40) and seventy (70) years.

16. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

COUNTY and CITY will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR part 570.606(b) and Department of Transportation implementing regulations at 49 CFR part 24; the requirements in 24 CFR part 570.606(c) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974 (Act) and displacement under Section 104(k) of the Act, and HUD implementing regulations at 24 CFR Part 42; and COUNTY may,

at COUNTY's option, comply with the relocation requirements of 24 CFR part 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

17. Rehabilitation Act of 1973 and Nondiscrimination Based on Handicap

CITY is subject to the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended (29 USC 793 and 29 USC 794, respectively) and attendant regulation at 24 CFR 570.602, which provide that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance. CITY shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clauses, or any modifications thereof, set out in 48 CFR part 52.222-36, attached hereto as Exhibit "E" and incorporated herein by this reference as if set forth in full.

18. Americans with Disabilities Act of 1990

Grant subgrantees and subrecipients agree to abide by the requirements of the Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, and any regulations issued pursuant thereto, which prohibits, at Title I thereof, discrimination by any employer, employment agency, or labor organization against any qualified individual with a disability in regard to any term, condition, or privilege of employment; makes applicable, at Title II thereof, the prohibition against discrimination on the basis of disability to all programs, activities and services provided or made available by state and local agencies or instrumentalities or agencies thereof, or by public entities that provide public transportation; prohibits, at Title III thereof, discrimination against disabled persons by privately operated public accommodations and in public transportation services provided by private entities; and which, at Titles IV and V thereof, makes further provisions against discrimination against disabled persons.

19. Architectural Barriers Act of 1968

CITY is subject to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151 - 4157 (Uniform Federal Accessibility Standards (UFAS)), and the regulations issued pursuant thereto (41 CFR part 102-76.25(b)), which require, except as otherwise provided, that all new construction and major renovations, provide full access to and use of Federally-controlled facilities for physically impaired persons as required by the UFAS or the ADA Accessibility Guidelines, whichever is more stringent. Minor renovations in existing buildings shall meet minimum UFAS requirements. A more detailed explanation of these standards can be found in 36 CFR parts 1190 and 1191. CITY shall be responsible for compliance with the requirements of the Act during the design and construction and for the life of any improvements to be constructed as part of the Project, as defined herein. COUNTY shall have the right, at all reasonable times, to review construction plans and conduct inspections of the Activity to determine if CITY is complying with these specifications.

20. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans

CITY shall comply with 48 CFR part 22.13 et seq., and shall take affirmative action to employ, advance in employment and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veteran's status. In all contracts or agreements of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) or more relating to this Agreement, CITY shall include or cause to be included the "Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" and the "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans" clauses set out in Exhibit "F", attached hereto and incorporated herein by this reference as if set forth in full.

21. Environmental Considerations

In order to assure that the policies of the National Environmental Policy Act of 1969 ("NEPA"), as amended, and the California Environmental Quality Act of 1970 ("CEQA"), as amended, are most effectively implemented, COUNTY shall comply with HUD Environmental Review Procedures (24 CFR part 58) leading to environmental clearance for particular projects/activities, and the CEQA review procedures (Title 14, Section 15000 et seq. of the California Code of Regulations) in connection with this Project/Activity. In order to assure that the policies of NEPA and CEQA are carried out, CITY shall be responsible for complying with all conditions/mitigation measures specified during the environmental review process, all as more fully described in **Schedule "A"** attached hereto.

22. Historic Preservation

CITY must take into account the effects of a project on any prehistoric or historic district, site, building, structure, or object listed in, or eligible for inclusion in, the National Register of Historic Places maintained by the National Park Service of the U. S. Department of the Interior. The National Register "Criteria for Evaluation" (36 CFR part 60.4) was established by the Secretary of the Interior, CITY shall make every effort to avoid, minimize, or mitigate any adverse effects on historic properties. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 USC 470f), Pub. L. 89-665; Executive Order 11593, Protection and Enhancement of the Cultural Environment (May 13, 1971); the Advisory Council on Historic Preservation (26 CFR part 800); and Section 3 of the Reservoir Salvage Act of 1960, (Pub. L. 86-523), as amended by the Archaeological and Historic Preservation Act of 1974, (Pub. L. 93-291), (16 USC 469a-1), and their attendant implementing regulations.

23. Flood Disaster Protection

CITY is subject to the requirements of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which prohibits Federal financial assistance for acquisition or construction purposes, as defined under Section 3(a) of said act, for Projects/Activities within special hazard areas previously identified, ("Identified Area"), by the Director of the Federal Emergency Management Agency ("FEMA"), unless the Identified Area is in a community participating in the national flood insurance program and subject to the mandatory purchase

of flood insurance requirements of said act. The PARTIES to this Agreement agree that the Project described in **Schedule "A"**, attached hereto, is not located in an Identified Area.

Any contract for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Director of FEMA as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

In its compliance with the Flood Disaster Protection requirements of this Agreement, COUNTY hereby agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards.

24. Indemnification

CITY agrees to indemnify, defend, and hold harmless COUNTY and its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CITY or CITY's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CITY by any person or entity.

CITY acknowledges that CITY, and all contractors hired by CITY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CITY is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by CITY to perform services under this Agreement are in compliance with the IRCA. In addition, CITY agrees to indemnify, defend, and hold harmless the County, its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any liability, damages or causes of action arising out of or relating to any claims that CITY's employees or the employees of any contractor hired by CITY, are not authorized to work in the United States for CITY or its contractor and/or any other claims based upon alleged IRCA violations committed by CITY or its contractor(s).

25. Insurance

CITY in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of

CITY's actions in connection with the performance of CITY's obligations, as required in this Agreement, shall secure and maintain insurance as described below. CITY shall not perform any work under this Agreement until CITY has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CITY shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The CITY shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CITY shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CITY or COUNTY as an additional insured.

a. **Workers' Compensation and Employers' Liability Insurance Requirement** - In the event CITY has employees who may perform any services pursuant to this Agreement, CITY shall submit written proof that CITY is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

CITY shall require any contractor or sub-contractor to provide workers' compensation for all of the contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by the insurance afforded by CITY. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, CITY shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

CITY shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. **Liability Insurance Requirements:**

1. CITY shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) **Commercial General Liability Insurance** including, but not limited to, **Contractual Liability Insurance** (specifically concerning the indemnity provisions of this Agreement with the County), **Products-Completed Operations Hazard**, **Personal Injury** (including bodily injury and death), and **Property Damage** for liability arising out of CITY's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CITY shall maintain the **Products-Completed Operations Hazard** coverage for the longest period allowed by law following termination of this Agreement.

The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.
- (2) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, CITY at its option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Upon acceptance of the Activity by CITY, or any portion thereof, from the contractor, CITY shall maintain Fire and Extended Coverage Insurance on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value for all improvements.

d. Cancellation of Insurance — The above stated insurance coverages required to be maintained by CITY shall be maintained until the completion of all of CITY's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CITY must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. CITY shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a

minimum of a "A-; VII" rating. Any exception to these requirements must be approved by the COUNTY Risk Manager.

f. If CITY is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CITY shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CITY is equivalent to the above-required coverages.

g. All insurance afforded by CITY pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY.

h. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CITY for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

i. Failure by CITY to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CITY. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CITY resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CITY, COUNTY shall deduct from sums due to CITY any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to CITY pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, CITY agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CITY of its obligation to obtain and maintain the insurance coverages required by this Agreement.

j. **Subcontractor Requirements**

If CITY hires a consultant to provide professional services, such as architectural or engineering services under this Agreement, CITY shall require its consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

26. **Captions and Interpretation**

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

The Recitals listed at the beginning of this Agreement are hereby incorporated into this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

27. Successors and Assigns of COUNTY

This Agreement shall be binding upon and inure to the benefit of the successors to or assigns of COUNTY.

28. Liens and Encumbrances

Without the prior consent of COUNTY, CITY shall not transfer, pledge, hypothecate, or encumber the Project property during the Change in Use Restriction Period.

29. Assignment and Subletting

CITY shall not assign any right, title or interest it may acquire by reason of this Agreement nor sublet any Project premises except upon first obtaining the written consent of COUNTY.

30. Concurrent Remedy

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

31. Non Waiver

No covenant or condition of this Agreement to be performed by CITY can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CITY. A waiver of one covenant or condition by COUNTY does not grant or imply a waiver of any other covenant or condition to be performed by CITY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

32. Incorporation of Prior Agreements and Amendments

This Agreement, including all attachments hereto and any reference to pertinent federal or State laws and regulations, contains the entire Agreement between the PARTIES, relating to the services, rights, obligations and covenants contained herein and assumed by the PARTIES respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or

inducement shall be effective or given any force or effect. This Agreement may be modified in writing only, signed by the PARTIES in interest at the time of modification.

33. Severability

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the PARTIES intended to enter into in the first instance.

34. Signatory Authority

Each individual executing this Agreement on behalf of each party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. CITY shall, prior to Agreement execution by COUNTY's Board of Supervisors, deliver to COUNTY a copy of the resolution or minute order of CITY's governing body authorizing the execution of this Agreement.

35. Procedure to Modify and Limitation of Term of Agreement

d. Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the PARTIES hereto.

e. The expiration of this Agreement shall be determined as provided in Paragraph 1.g. of this Agreement.

36. Execution

This Agreement is effective upon the date indicated herein above. It is the product of negotiation and all PARTIES are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

37. Notices

Notices shall be sufficiently given hereunder if personally served upon the Clerk of the Board of Supervisors of the COUNTY or the Clerk of the CITY, or if sent by United States mail, postage prepaid, as follows:

directed to COUNTY, addressed to:

Planning and Community Development Department
Clerk of the Board of Supervisors
County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective officers and agents hereunto duly authorized as of the day and year first above written.

APPROVED AS TO CONTENT:
Planning and Community Development Dept.

COUNTY OF KERN

BY _____
Lorelei H. Oviatt, AICP, Director

BY _____
Chairman, Board of Supervisors

Printed Name

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

CITY OF RIDGECREST

BY _____
Brian Van Wyk, Deputy

BY _____

Printed Name

Insert Title

"CITY"

I:\AFC\PROJECTS\17-Ridgecrest\12.1 Ridgecrest Handicapped Access Improvements\17.12.1 Design only Agreement.doc

Title

CD Activity #17.12.1 - City of Ridgecrest Handicapped Access Improvements (Design Work Only)

Activity Purpose

The overall purpose of this Activity is for design engineering and related work for the construction of Handicapped Access improvements within the public right-of-way for the City of Ridgecrest. The goal is to optimize the pedestrian experience for the disabled, provide safe and usable pedestrian facilities and to assure compliance with all federal, state and local regulations and standards.

Project/Activity Description

The Project consists of two activities: (1) design and; (2) construction of improvements and/or removal of material and architectural barriers. Activity (1) is for the design engineering and related work for the construction of handicapped access improvements within intersections (identified as currently lacking adequate access) in the public right-of-way for the City of Ridgecrest. Activity (2) is for the construction of improvements which will be completed under a separate agreement.

The CITY shall implement the Project and shall be responsible for preparing Requests for Proposal, making contract awards, and administering contracts. The CITY will also be responsible for the operation and maintenance of the completed renovation improvements.

This Activity (design only) may be grant funded through a U.S. Department of Housing and Urban Development ("HUD"), Community Development Block Grant ("GRANT"), to the extent that GRANT funds are available.

Activity Cost Estimate

Funding in the amount of FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750) of GRANT funds is hereby granted by the County of Kern ("COUNTY") for the design only Activity. Individual line items and payment responsibilities within the following detailed cost estimate for GRANT funds may be modified under the authority of COUNTY's Planning and Community Development ("PCD") Director to the extent that GRANT funds are available.

	<u>COUNTY CDBG Funds</u>
Design Engineering	\$ 7,500
Construction Inspection	4,500
Contract Administration/HUD Monitoring	3,750
Total Activity Cost (subject of this Agreement)	\$15,750

Project Eligibility/National Objective

The proposed project is an eligible GRANT activity pursuant to 24 CFR Part 570, Subpart C, Section 570.201(c) – Public Facilities, and it meets a U.S. Department of Housing and Urban Development (HUD) National Objective of providing primary benefit to low and moderate

income persons pursuant to 24 CFR Part 570, Subpart C, Section 570.208 (a)(2)(ii) - "An Activity that serves to remove material or architectural barriers to the mobility, accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Report's definition of severely disabled." The improvements will serve a limited clientele who are presumed to be individuals with principally low and moderate incomes.

Anticipated Study Implementation Schedule

Where the services of an engineering consultant are hired to complete design engineering and related work, the following is a schedule of cumulative time from date of execution of the Agreement by the Board of Supervisors for completion of Activity work.

Action

a.	CITY begins preparing RFP	Week 1
b.	CITY completes RFP	Week 4
c.	COUNTY approval of RFP	Week 5
d.	CITY circulates RFP to three or more Engineering Consultants	Week 6
e.	CITY opens bids	Week 9
f.	COUNTY approves bidder	Week 10
g.	CITY executes Engineering Services Agreement	Week 12
h.	Engineering Consultant begins design	Week 13
i.	Engineering Consultant completes design	Week 25

Other Conditions

CITY will take all steps necessary to ensure completion of Project design work and subsequent construction of improvements in satisfaction of a HUD National Objective.

Environmental Clearance

On August 4, 2014, the COUNTY Planning and Community Development (PCD) Director approved the environmental clearance for the project related studies and design only for the activity. It was determined that the design work and/or related studies for implementation of the project are exempt from further environmental review pursuant to 24 CFR Part 58, Subpart D, Section 58.34, since both design and environmental and/or other studies, resource identification and the development of plans and strategies are exempt activities from National Environmental Policy Act (NEPA); and no further review under the California Environmental Quality Act (CEQA) is required pursuant to Section 15301(c)-Categorical Exemption, of (CEQA) Guidelines. The Environmental Review Record (ERR) maintained by PCD contains the written record of the determinations made for the project. As the design work for the project is exempt from NEPA, there are no mitigation measures or conditions to be associated with the environmental clearance for this activity.

**STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS FOR STATE, LOCAL AND
FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS**

(CDBG Fund Regulations at 24 CFR 85.20)
(April 2004)

(b) The financial management systems of other grantees and subgrantees must meet the following standards:

(1) *Financial reporting.* Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.

(2) *Accounting records.* Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) *Internal control.* Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

(4) *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) *Allowable cost.* Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) *Source documentation.* Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

(7) *Cash management.* Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and subgrantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

(c) An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a preaward review or at any time subsequent to award.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose Lobbying activities pursuant to 31 U.S.C. 1352
(See page 2 for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number:	9. Award Amount: \$	
10a. Name and Address of Lobbying Registrant: (if individual, last name, first name, MI)	b. Individuals Performing Services: (including address if different from No. 10a.) (last name, first name, MI)	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification on this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal [RFP] number, Invitation for Bid [IFB] number, grant announcement, number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(24 CFR, Subtitle A, Part 1, Section 1.5 Assurances Required)**

1.5 Assurances Required

(a) General

(1) Every contract for Federal financial assistance to carry out a program or activity to which this Part 1 applies, executed on or after January 3, 1965, and every application for such Federal financial assistance submitted on or after January 3, 1965, shall, as a condition to its approval and the extension of any Federal financial assistance pursuant to such contract or application, contain or be accompanied by an assurance that the program or activity will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1. In the case of a contract or application where the Federal financial assistance is to provide or is in the form of personal property or real property or interest therein or structures thereon, the assurance shall obligate the recipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the recipient for the period during which Federal financial assistance is extended pursuant to the contract or application. The responsible Department official shall specify the form of the foregoing assurance for such program or activity, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants in the program or activity. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.

(2) In the case of real property, structures or improvements thereon, or interests therein, acquired through a program of Federal financial assistance, the instrument effecting any disposition by the recipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In the case where Federal financial assistance is provided in the form of a transfer of real property or interests therein from the Federal Government, the instrument effecting or recording the transfer shall contain such a covenant.

(3) In a program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this Part 1 shall extend to any facility located wholly or in part in such space.

(b) Pre-existing contracts - funds not disbursed. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and the funds have not been fully disbursed by the Department, the responsible Department official shall, where necessary to effectuate the purposes of this Part 1, require an assurance similar to that provided in paragraph (a) of this section as a condition to the disbursement of further funds.

(c) Pre-existing contract - periodic payments. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and provides for periodic payments for the continuation of the program or activity, the recipient shall, in connection with the first application for such periodic payments on or after January 3, 1965:

(1) Submit a statement that the program or activity is being conducted in compliance with all requirements imposed by or pursuant to this Part 1; and

(2) Provide such methods of administration for the program or activity as are found by the

responsible Department official to give reasonable assurance that the recipient will comply with all requirements imposed by or pursuant to this Part 1.

(d) Assurances from institutions.

(1) In the case of any application for Federal financial assistance to an institution of higher education, the assurance required by this section shall extend to admission practices and to all other practices relating to the treatment of students.

(2) The assurance required with respect to an institution of higher education, hospital, or any other institution, insofar as the assurance relates to the institution's practices with respect to admission or other treatment of persons as students, patients, or clients of the institution or to the opportunity to participate in the provision of services or other benefits to such persons, shall be applicable to the entire institution unless the applicant establishes, to the satisfaction of the responsible Department official, that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which Federal financial assistance is sought, or the beneficiaries of or participants in such program. If in any such case the assistance sought is for the construction of a facility or part of a facility, the assurance shall in any event extend to the entire facility and to facilities operated in connection therewith.

(e) Elementary and secondary schools. The requirements of this section with respect to any elementary or secondary school or school system shall be deemed to be satisfied if such school or school system (1) is subject to a final order of a court of the United States for the desegregation of such school or school system, and provides an assurance that it will comply with such order, including any future modification of such order, or (2) submits a plan for the desegregation of such school or school system which the responsible official of the Department of Health and Human Services determines is adequate to accomplish the purposes of the Act and this Part 1 within the earliest practicable time, and provides reasonable assurance that it will carry out such plan.

(Authority: Sec. 7(d) Department of Housing and Urban Development Act (42 U.S.C. 3535(d)))

[38 FR 17949, July 5, 1973, as amended at 50 FR 9269, March 7, 1985

EQUAL OPPORTUNITY

(48 CFR 52.222-26)

(April 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance

evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**AFFIRMATIVE ACTION FOR
WORKERS WITH DISABILITIES**

(48 CFR 52.222-36)
(June 1998)

(a) **General.**

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as -
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) **Postings.**

- (1) The Contractor agrees to post employment notices stating -
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS**

(48 CFR 52.222-35)
(December 2001)

(a) Definitions. As used in this clause—

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant

impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the

State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) **Applicability.** This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) **Postings.**

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) **Noncompliance.** If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) **Subcontracts.** The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**Employment Reports on Special Disabled Veterans, Veterans
of the Vietnam Era, and Other Eligible Veterans**

(48 CFR 52.222-37)
(DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

Title

CD Activity #17.12.1 - City of Ridgecrest Handicapped Access Improvements (**Design Work Only**)

Activity Purpose

The overall purpose of this Activity is for design engineering and related work for the construction of Handicapped Access improvements within the public right-of-way for the City of Ridgecrest. The goal is to optimize the pedestrian experience for the disabled, provide safe and usable pedestrian facilities and to assure compliance with all federal, state and local regulations and standards.

Project/Activity Description

The Project consists of two activities: (1) design and; (2) construction of improvements and/or removal of material and architectural barriers. Activity (1) is for the design engineering and related work for the construction of handicapped access improvements within intersections (identified as currently lacking adequate access) in the public right-of-way for the City of Ridgecrest. Activity (2) is for the construction of improvements which will be completed under a separate agreement.

The CITY shall implement the Project and shall be responsible for preparing Requests for Proposal, making contract awards, and administering contracts. The CITY will also be responsible for the operation and maintenance of the completed renovation improvements.

This Activity (design only) may be grant funded through a U.S. Department of Housing and Urban Development ("HUD"), Community Development Block Grant ("GRANT"), to the extent that GRANT funds are available.

Activity Cost Estimate

Funding in the amount of FIFTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$15,750) of GRANT funds is hereby granted by the County of Kern ("COUNTY") for the design only Activity. Individual line items and payment responsibilities within the following detailed cost estimate for GRANT funds may be modified under the authority of COUNTY's Planning and Community Development ("PCD") Director to the extent that GRANT funds are available.

	<u>COUNTY CDBG Funds</u>
Design Engineering	\$ 7,500
Construction Inspection	4,500
Contract Administration/HUD Monitoring	3,750
Total Activity Cost (subject of this Agreement)	\$15,750

Project Eligibility/National Objective

The proposed project is an eligible GRANT activity pursuant to 24 CFR Part 570, Subpart C, Section 570.201(c) – Public Facilities, and it meets a U.S. Department of Housing and Urban Development (HUD) National Objective of providing primary benefit to low and moderate

income persons pursuant to 24 CFR Part 570, Subpart C, Section 570.208 (a)(2)(ii) - "An Activity that serves to remove material or architectural barriers to the mobility, accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Report's definition of severely disabled." The improvements will serve a limited clientele who are presumed to be individuals with principally low and moderate incomes.

Anticipated Study Implementation Schedule

Where the services of an engineering consultant are hired to complete design engineering and related work, the following is a schedule of cumulative time from date of execution of the Agreement by the Board of Supervisors for completion of Activity work.

Action

- | | | |
|----|--|---------|
| a. | CITY begins preparing RFP | Week 1 |
| b. | CITY completes RFP | Week 4 |
| c. | COUNTY approval of RFP | Week 5 |
| d. | CITY circulates RFP to three or more Engineering Consultants | Week 6 |
| e. | CITY opens bids | Week 9 |
| f. | COUNTY approves bidder | Week 10 |
| g. | CITY executes Engineering Services Agreement | Week 12 |
| h. | Engineering Consultant begins design | Week 13 |
| i. | Engineering Consultant completes design | Week 25 |

Other Conditions

CITY will take all steps necessary to ensure completion of Project design work and subsequent construction of improvements in satisfaction of a HUD National Objective.

Environmental Clearance

On August 4, 2014, the COUNTY Planning and Community Development (PCD) Director approved the environmental clearance for the project related studies and design only for the activity. It was determined that the design work and/or related studies for implementation of the project are exempt from further environmental review pursuant to 24 CFR Part 58, Subpart D, Section 58.34, since both design and environmental and/or other studies, resource identification and the development of plans and strategies are exempt activities from National Environmental Policy Act (NEPA); and no further review under the California Environmental Quality Act (CEQA) is required pursuant to Section 15301(c)-Categorical Exemption, of (CEQA) Guidelines. The Environmental Review Record (ERR) maintained by PCD contains the written record of the determinations made for the project. As the design work for the project is exempt from NEPA, there are no mitigation measures or conditions to be associated with the environmental clearance for this activity.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Award A Construction Contract To Griffith Company For The Road Reconstruction of an existing Alley Way in Front of City Hall and the Resurfacing of North Mahan Street from Ward Avenue to West Graaf Avenue and Gateway Boulevard from East Bowman Road to East Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Execute The Contract

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

On Tuesday September 30, 2014 bids were opened For the road reconstruction of an existing alley way in front of City Hall and the resurfacing North Mahan Street from Ward Avenue to West Graaf Avenue and Gateway Boulevard from East Bowman Road to East Upjohn Avenue. A total of four bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Company	\$364,343.00
Cooley Construction	\$429,153.00
Bowman Asphalt	\$440,176.50
Golden Vista Construction	\$512,110.70

The bids were reviewed by the City of Ridgecrest City Engineer, Loren Culp. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, Griffith Company with the low bid of \$364,343.00. A purchase order will be issued to Griffith Construction Company in a total amount of \$364,343.00 for the construction of road rehabilitation and resurfacing. An amount of \$18,217.15 or five percent (5%) is needed for contingencies. The total project cost is \$382,560.51. The City of Ridgecrest Engineering Department will be providing inspection and construction management for this project.

Funds for this project will be taken from the TAB Allocation Bonds that were allotted by the Minute Order on July 18, 2012.

Funding for the execution of the contract shall come from several capital improvement account project codes 018-4760-430-4601 ST1107, ST1503 and ST1504.

FISCAL IMPACT: \$382,655.70

Reviewed by Finance Director

ACTION REQUESTED: Award A Construction Contract To Griffith Company For The Road Reconstruction Of An Existing Alley Way In Front Of City Hall And The Resurfacing North Mahan Street From Ward Avenue To West Graaf Avenue And Gateway Boulevard From East Bowman Road To East Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Execute The Contract

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: October 15, 2014

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RESOLUTION NO. 14-xx

AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO GRIFFITH COMPANY FOR THE ROAD RECONSTRUCTION OF AN EXISTING ALLEY WAY IN FRONT OF CITY HALL AND THE RESURFACING NORTH MAHAN STREET FROM WARD AVENUE TO WEST GRAAF AVENUE AND GATEWAY BOULEVARD FROM EAST BOWMAN ROAD TO EAST UPJOHN AVENUE AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE CONTRACT

WHEREAS, on Tuesday September 30, 2014, bids were opened for road reconstruction of an existing alley way in front of City Hall and the resurfacing North Mahan Street from Ward Avenue to West Graaf Avenue and Gateway Boulevard from East Bowman Road to East Upjohn Avenue; and

WHEREAS, a total of four bids were received and the results are follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Company	\$364,343.00
Cooley Construction	\$429,153.00
Bowman Asphalt	\$440,176.50
Golden Vista Construction	\$512,110.70

WHEREAS, these bids were reviewed by the City of Ridgecrest, City Engineer, Loren Culp, for a determination of the lowest responsible and responsive bidder; and

WHEREAS, it was determined that Griffith Company was the low bidder with the low bid of \$364,343.00; and

WHEREAS, a purchase order will be issued to Griffith Company in a total amount of \$364,343.00 for road reconstruction of an existing alley way in front of City Hall and the resurfacing North Mahan Street from Ward Avenue to West Graaf Avenue and Gateway Boulevard from East Bowman Road to East Upjohn Avenue; and

WHEREAS, an amount of \$18,217.15 or five percent (5%) is needed for contingencies; and

WHEREAS, The total project cost is \$382,650.51; and

WHEREAS, Funds for this project will be taken from the TAB Allocation Bonds that were allotted by the Minute Order on July 18, 2012; and

WHEREAS, Funding for the execution of the contract shall come from several capital improvement account project codes 018-4760-430-4601 ST1107, ST1503 and ST1504.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorizes the award of the contract to Griffith Company for the road reconstruction of an existing alley way in front of City Hall and the resurfacing North Mahan Street from Ward Avenue to West Graaf Avenue and Gateway Boulevard from East Bowman Road to East Upjohn Avenue described herein as the lowest responsible and responsive contractor from the bids received as determined by the City Engineer; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer to execute the contract

APPROVED AND ADOPTED this 15th day October 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM

SUBJECT: Approve Contract Change Order Number Six, Seven, and Eight With The Contractor Griffith Company To Provide Services For The New Installation Of New Service Meters For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer To Sign The Change Order Number Six, Seven and Eight

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:

SCE has provided their final design plans for installation of new electrical services associated with the West Ridgecrest Blvd Reconstruction Project. Griffith Company has been working with Southern California Edison to install three new electrical service meters along the corridor of West Ridgecrest Boulevard to provide power for new improvements.

Two of the meters, will be for the traffic signals at the intersections of Downs Street and West Ridgecrest Boulevard and Norma Street and West Ridgecrest Boulevard. The source of power will come from a nearby existing power pole with a new conduit to the proposed meter location.

The third meter, which will be located on Warner Street, will be for the new street lighting and automatic irrigation system. The source of power will come from a nearby existing power pole, with a new conduit to the proposed meter location.

Each new electrical service will be a separate change order. The total fee for the three electrical services is a total of \$66,794.31.

The fee includes all labor, materials, and equipment required to meet the requirements of Southern California Edison.

These funds need to come from the Contingencies set aside within the project that were allocated to the Construction Costs for the West Ridgecrest Boulevard Project.

Funds would be transferred from 018-4760-430-2999-ST0101 to 018-4760-430-4601 ST0101.

The Funding Source for this project would come from 018-4760-430-4601 ST0101.

FISCAL IMPACT: \$66,794.31

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Contract Change Order Number Six, Seven, and Eight With The Contractor Griffith Company To Provide Services For The Installation Of New Service Meters For The West Ridgecrest Boulevard Project And Authorizes The City Manager, Dennis Speer To Sign The Change Order Number Six, Seven and Eight.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO. 14-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING A CONTRACT CHANGE ORDER NUMBER SIX, SEVEN, AND EIGHT WITH THE CONTRACTOR GRIFFITH COMPANY TO PROVIDE SERVICES FOR THE INSTALLATION OF NEW SERVICE METERS FOR THE WEST RIDGECREST BOULEVARD PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO SIGN THE CHANGE ORDER NUMBER SIX, SEVEN AND EIGHT

WHEREAS, the City has received Final Design Plans from SCE for three new electrical services associated with the West Ridgecrest Blvd Reconstruction Project; and

WHEREAS, Griffith Company has been working with Southern California Edison to install three new service meters along the corridor of West Ridgecrest Boulevard to provide power for new improvements; and

WHEREAS, Two of the meters, will be for the traffic signals at the intersections of Downs Street and West Ridgecrest Boulevard and Norma Street and West Ridgecrest Boulevard; and

WHEREAS, The third meter which will be located on Warner Street will be for the new street lighting and automatic irrigation system; and

WHEREAS, The fee for the three Change Orders is a total of \$66,794.31; and

WHEREAS, The fee includes all labor, materials, and equipment required to meet the requirements of Southern California Edison; and

WHEREAS, These funds need to come from the Contingencies set aside within the project that were allocated to the Construction Costs for the West Ridgecrest Boulevard Project; and

WHEREAS, Funds will be transferred from 018-4760-430-2999-ST0101 to 018-4760-430-4601 ST0101; and

WHEREAS, The Funding Source for this project will come from 018-4760-430-4601 ST0101.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Authorizes the Change Order Number Six, Seven and Eight to Griffith Company to provide Services for the installation of New Service Meters on the West Ridgecrest Boulevard Project at the cost of \$66, 794.31.
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer to execute the Change Order Number Six, Seven and Eight.

APPROVED AND ADOPTED this 15th day of October 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daniel O. Clark, Mayor

ATTEST

Rachel J. Ford, CMC
City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

6

DATE:

9/29/14

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Willdan Project #: 102225

Purchase Order No.: 007344

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(calendar days)
Original contract amount:	\$ 5,484,474.00	210
Previous Change Order No(s). amount(s) to:	\$ 194,295.26	0
Current Change Order No. (6) amounts to:	\$ 9,724.44	0
Total increase to contract to date:	\$ 204,019.70	0
Revised contract amount:	\$ 5,688,493.70	210
Percentage of total increase to contract amount to date:	3.72%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Calendar Days
6	Furnish and install power conduits on Warner Street for new electrical service to street lighting. All work shall be in conformance with SCE requirements and the enclosed Final SCE Plan (SCE Design No. 580263_0.01). This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work.	0.00	1.00	1.00	LS	\$9,724.44	\$ 9,724.44	0

TOTAL THIS CHANGE ORDER: \$ 9,724.44 0

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 9/30/14

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: GRIFFITH COMPANY
Contractor

Date: 9/29/14

By: LUCAS J. WALKER
REGIONAL MANAGER

Title: _____



A-C Electric Company

CALIFORNIA C-10 LICENSE 99849

ENGINEERING - CONSTRUCTION - AUTOMATION - SERVICE

BAKERSFIELD DIVISION
Box 81376
Bakersfield, CA 93380-1376
O: (661) 633-5368
F: (661) 324-2761
www.a-celectric.com

Change Request Proposal

Job Name:	W RIDGECREST BLVD REHAB	Date:	7/23/14
Customer Job No:	30586.04	Description:	SCE WARNER AVE REV 1
A-C Job No:	BR0530	A-C CRP No:	1.00

To:	GRIFFITH COMPANY 1128 CARRIER PARKWAY AVE BAKERSFIELD, CA 93308	Attn:	ERIC EUCCE
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Description:

CPR #4 - B1-70 Street Lighting

Price change cost difference between the original plans 3" conduit to the SCE specified 4" conduit and additional work associated.

Price includes the credit of the 3" conduit, the cost for the new 4"

conduit, additional asphalt and concrete removal and replacement "due to large 12'-6" bends required", specified 90 bends and specified grounding at pole. Price is based on SPC drawing Job No. 580263_0.01 .

Note: SCE drawings provided in A-C RFI #3 SCE Job No. 566729_0.01 and Job No. 569245_0.01 are not approved for construction. Please provide approved drawings for review and construction.

Revision #1

Removed cost for concrete and asphalt replacement. Replacement by others.

Price excludes all concrete and asphalt replacement & maintenance of areas to be replaced.

Schedule Impact: 4 Days

AMOUNT

Words: Eight Thousand Eight Hundred Forty Dollars and Forty Cents

Figure: \$ 8,840.40

Price Valid Until:

Terms and Conditions:

1. This proposal is valid for a period not to exceed (20) calendar days from the date of this proposal unless otherwise noted.
2. This proposal is contingent upon receiving a signed copy of this Change Request or receiving a mutually acceptable form of subcontract change order.
3. Progress billing will be based on work completed and materials stored.
4. This proposal excludes acceleration, losses of efficiency, as well as the cumulative impact of ongoing and new changes being directed. We reserve our rights to pursue reimbursement for these and any other costs that occur beyond the scope of our original contract.
5. Labor rates are based on the work being performed during regular working hours - overtime is not included unless specifically stated in this proposal.
6. Pricing is based on having unrestricted access to the work area.
7. Cutting and patching is excluded unless specifically included in the quote.

A-C Electric Company

Accepted by:

Scott Blankenship
 Signed _____
 Name and Title *Project Manager*
 Date *9/18/14*

Signed _____
 Name and Title _____
 Date _____

A-C Electric Company

West Ridgcrest Blvd. Reconstruction Project

Date 9/8/2014

Agent COR
 AC Job No. BR0530
 Item: CR1.00R1 SCE CONDUIT WARNER AVE.

Griffith
 Company
 Customer 30586.04
 Cust. Job No.
 Project Number:

Street Lighting- Ridgcrest Blvd. BI-70

Cost Breakdown					
DEDUCTIVE					
Notes	Item	Unit	Unit price	Qty	TOTAL
	3" PVC (BORE)	EA	-18.51	210	-\$3,887.10
					-\$3,887.10
4" SCE CONDUIT					
	4" Edison (bore)	LF	40.00	210	\$8,400.00
1	Concrete Encasement @ pole	LF	780.00	1	\$780.00
1	Edison Ground	EA	430.00	1	\$430.00
2	Sidewalk Demo (additional)	SF	31.00	82.5	\$2,557.50
3	Asphalt Demo (additional)	SF	28.00	20	\$560.00
					\$12,727.50

includes excavation, backfill and compaction of trench

TOTAL PRICE 8,840.40

Clarifications to the 9/8/14 email response to GR1.00;	
1	"Why is this an extra? Would this not have been required if a 3" was installed?" *No SCE drawings or details were included in the pre-bid plan documents.
2	"Can Griffith pour back the sidewalk at unit prices per bid item CY?" *A-C has removed the cost of pour back of concrete in this revision.
3	"Can Griffith place AC when paving stage 3?" *A-C has removed the cost of asphalt replacement in this revision

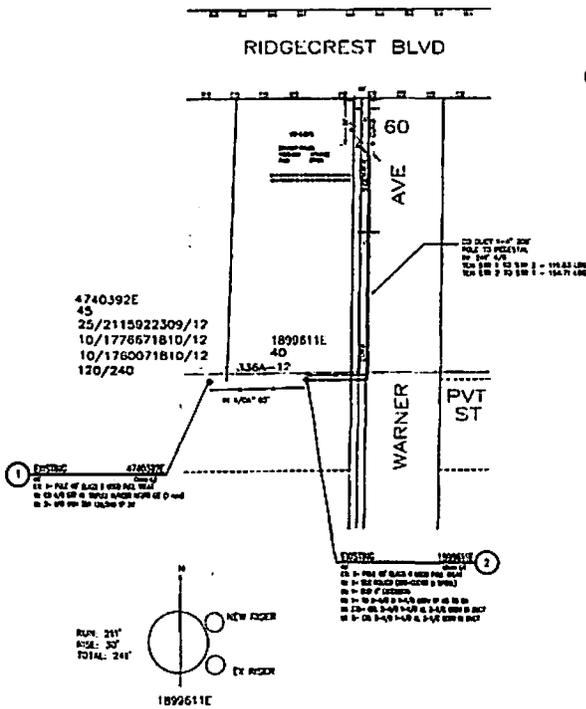
10% subcontractor markup = \$884.04
 Total Approved CCO Cost = \$9,724.44

APPROVED

 9/15/14

R15/16
 INSTALL SECONDARY, RISER SERVICE,
 2-METERS FOR DUAL PEDESTAL

CUSTOMER NOTE: A 48 hour advance notice is required
 for underground inspection (trench & conduit).
 Contact SCE Inspector Kevin Gaal at (909) 264-6678

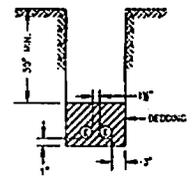


UNDERGROUND SERVICE ALERT
 Dial 811
 Cal USA
 For Underground Locating
 2 Working Days Before You Dig

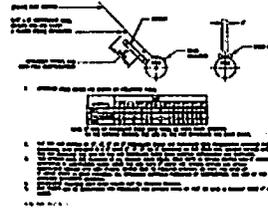
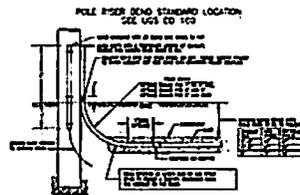
NOTICE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BAKERSFIELD AND THE CALIFORNIA STATE PUBLIC UTILITIES COMMISSION (PUC) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. ANY DAMAGE TO EXISTING UTILITIES OR PROPERTIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

NOTICE
 THE CONTRACTOR SHALL MAINTAIN A MINIMUM 30' CLEARANCE FROM ALL EXISTING UTILITIES AND STRUCTURES. ANY VIOLATIONS SHALL BE PENALIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BAKERSFIELD AND THE CALIFORNIA STATE PUBLIC UTILITIES COMMISSION (PUC) PRIOR TO THE START OF CONSTRUCTION.

TYPICAL CONDUIT BANK SECTION
 SEE UGS CD 120



DIRECT DUAL
 SINKER CONSTRUCTION FOR TOWER CONDUIT
 2 CONDUITS W/ 12"



FINAL DESIGN
 APPROVED FOR CONSTRUCTION

CONTRACTOR'S NOTES
 1. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
 2. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
 3. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.

CIRCUIT: SHANGRILA 124V
 SUB: DOWNS



CUSTOMER COPY

ITEM	DATE	BY	CHKD	APP'D
DESIGN	10/15/16	J. G. G.		
CONSTRUCTION				

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1	10/15/16	FINAL DESIGN	J. G. G.		
2					
3					
4					
5					
6					
7					
8					
9					
10					

580263_0.01



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No. 7

DATE: 9/29/14

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Purchase Order No.: 007344

Willdan Project #: 102225

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(calendar days)
Original contract amount:	\$ 5,484,474.00	210
Previous Change Order No(s). amount(s) to:	\$ 204,019.70	0
Current Change Order No. (7) amounts to:	\$ 30,137.47	0
Total increase to contract to date:	\$ 234,157.17	0
Revised contract amount:	\$ 5,718,631.17	210
Percentage of total increase to contract amount to date:	4.27%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Calendar Days
7	Furnish and install power conduits on Norma Street for new electrical service to traffic signal. All work shall be in conformance with SCE requirements and the enclosed Final SCE Plan (SCE Design No. 566729_0.01). This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work.	0.00	1.00	1.00	LS	\$30,137.47	\$ 30,137.47	0
TOTAL THIS CHANGE ORDER:							\$ 30,137.47	0

Requested: *[Signature]*
Construction Manager/Resident Engineer

Date: 9/30/14

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: **GRIFFITH COMPANY**
Contractor

Date: 9/29/14

By: *[Signature]*
LUCAS J. WALKER
REGIONAL MANAGER

Title: _____



A-C Electric Company — CALIFORNIA C-10 LICENSE 99849

ENGINEERING - CONSTRUCTION - AUTOMATION - SERVICE

BAKERSFIELD DIVISION
Box 81376
Bakersfield, CA 93380-1376
O: (661) 633-5368
F: (661) 324-2761
www.a-celectric.com

Change Request Proposal

Job Name: W RIDGECREST BLVD REHAB
Customer Job No: 30586.04
A-C Job No: BR0530

Date: 9/5/14
Description: SCE SOUTH NORMA AVE.
A-C CRP No: 3.00

To: GRIFFITH COMPANY
1128 CARRIER PARKWAY AVE

BAKERSFIELD, CA 93308

Attn: ERIC EUCCE

Description:

CPR # Non provided - BI68 - TS South Norma Ave.
Price change cost difference between the original plans 3" conduit to the SCE specified 3" bored conduit and additional work associated.
Price includes the credit of the 3" PVC conduit as shown on plans, the cost for the new 3" Edison specified bored conduit, additional utility pot holes, bore pits in roadway, trench plates in asphalt, specified 90 bends and specified grounding at pole. Price is based on SPC drawing Job No. 566729_0.01.

Revision #1

Corrected 3" PVC bore quantity, corrected 3" SCE quantity.
Price excludes concrete and asphalt replacement & maintenance of areas to be replaced

Schedule Impact: 6 Days

AMOUNT

Words: Twenty-Seven Thousand Three Hundred Ninety-Eight Dollars and Seventy Cents

Figure: \$ 27,397.70

Price Valid Until:

Terms and Conditions:

1. This proposal is valid for a period not to exceed (20) calendar days from the date of this proposal unless otherwise noted.
2. This proposal is contingent upon receiving a signed copy of this Change Request or receiving a mutually acceptable form of subcontract change order.
3. Progress billing will be based on work completed and materials stored.
4. This proposal excludes acceleration, losses of efficiency, as well as the cumulative impact of ongoing and new changes being directed. We reserve our rights to pursue reimbursement for these and any other costs that occur beyond the scope of our original contract.
5. Labor rates are based on the work being performed during regular working hours - overtime is not included unless specifically stated in this proposal.
6. Pricing is based on having unrestricted access to the work area.
7. Cutting and patching is excluded unless specifically included in the quote.

A-C Electric Company

Accepted by:



 Signed
 Scott Blankenship, Project Manager

 Name and Title
 9/8/14

 Date

 Signed

 Name and Title

 Date

A-C Electric Company

West Ridgcrest Blvd. Reconstruction Project

T

Date 9/8/2014

Agent COR
 AC Job No. BR0530
 Item: CR3.00R1 SCE CONDUIT SOUTH NORMA

Griffith Company
 Customer Company
 Cust. Job No. 30586.04
 Project Number:

TS. SOUTH NORMA @ RIDGECREST
 BI-68

Cost Breakdown					
DEDUCTIVE					
	Item	Unit	Unit price	Qty	TOTAL
1,3	3" PVC (BORE)	EA	-18.51	100	-\$1,851.00
					-\$1,851.00
4" SCE CONDUIT					
	Item	Unit	Unit price	Qty	Total Line
1,4	3" Edison (BORE)	LF	25.82	285	\$7,358.70
2	Concrete Encasement @ pole	LF	780.00	1	\$780.00
	Bore Pits (In roadway)	EA	3415.00	4	\$13,660.00
2	Edison Ground	EA	430.00	1	\$430.00
	Pot Hole Utilities	EA	702.00	10	\$7,020.00
					\$29,248.70

TOTAL PRICE 27,397.70

Clarifications to the 9/8/14 email response to CR3.00;	
1	"Why is unit price for 3" bore credit not the same as the 3" bore cost?" *No SCE drawings or details were included in the pre-bid plan documents. SCE drawings require the installation of large radius fiberglass bends that are more expensive than standard PVC bends.
2	"Why is this an extra? Would this not have been required if a 3" was installed?" *No SCE drawings or details were included in the pre-bid plan documents.
3	"What was the basis for determining this quantity?" *This was a mistake in CR3.00, our original estimate only included 100ft not the 210ft on original CR3.00. Revised Qty in CR3.00R1
4	"In review of the quantity lengths we found the SCE drawings show a lesser conduit amount. Revised Qty in CR3.00R1 from 340ft to 285ft.

10% subcontractor markup = \$2,739.77
 Total Approved CCO Cost = \$30,137.47

APPROVED

 9/15/14

POINT OF CONTACT:
CITY OF RIDGECREST ENGINEER
LOREN CULP
760-499-5082

1923888E
40
25/4
55J2524
120/240

CO DUCT 1-3" 302'
POLE TO PEDESTAL
IN: 337' 4/0
TEN 1923888E TO STR 2 - 282.96 LBS
TEN STR 2 TO 1923888E - 256.03 LBS

**FINAL DESIGN
APPROVED FOR CONSTRUCTION**

CONDUIT BANK REQUIREMENTS

- A. The minimum radius for bends are 36" for conductors 3" in diameter or smaller 48" for conductors 4" and 5" in diameter 60" for 6" diameter conductors
- B. The minimum radius for sweeps are 36" for conductors 3" in diameter or smaller 48" for conductors 4" in diameter and larger, unless otherwise noted.

NOTE: EX CST IS STREETLIGHT

T.L.M. DATA:

SIZE	KVA	CUST	% LOAD
EXIST. 25	1	1	4 %
PROP. 25	17	3	71 %

VOLTAGE DROP: 1.65
FLICKER FACTOR:
PRI. CIRCUIT: HILDRETH 4.8kV



SCALE: 1" = 40'
CIRCUIT: HILDRETH 4.8kV
SUB: RIDGECREST

WARNING
THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE. HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

EXISTING 1923888E

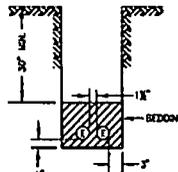
- 40' Class C4
EX: 1- POLE 40' CLASS 4 WOOD FULL TREAT
EX: 1- TR OH 25KVA 4.8KV 120/240 1P
N: 1- RSR 3" EXTENSION
N: 1- TM 2-350 & 1-4/0 600V 1P UG TO OH
N: 2-4/0 1-1/0 CLP 332' (1 run)
N: 2-4/0 1-1/0 CLP 5' (1 run)
N: 2- MTR KMH 30A 120/240 1P 3W

R16
NEW CST DUAL METER PEDESTAL
TC-1, LS-3
INSTALL RISER/SVC/METERS FROM
EX XFMR POLE
CITY CONTRACTORS TO INSTALL
CONDUIT/PEDESTAL
NO ENVIRONMENTAL REQUIRED
NO PTC REQUIRED

UNDERGROUND SERVICE ALERT
Dial 811
Call USA
For Underground Locating
2 Working Days Before You Dig

CUSTOMER NOTE:
A 48 hour advance notice is required
for underground inspections (trench & duct).
Contact SCE Inspector: Kevin Goal (909) 264-6678

TYPICAL CONDUIT BANK SECTION
SEE UCS CD 120



THIS PLAN APPROVED AS TO LOCATION AND TYPE OF ELECTRIC SUBSTRUCTURES

Developer: _____
Site: _____
Address: _____
Telephone: _____
Fax: _____

Dep./Rev.	Developer's Signature	Date
Original		
Rev.		
Rev.		
Rev.		

CHANGES IN THESE PLANS WILL REQUIRE AN ADDITIONAL 3 TO 4 WEEKS AND CUSTOMER WILL BE CHARGED IN ADVANCE FOR REQUESTED CHANGES.

088 Rev. 02/15/09

RIDGECREST BLVD

VD=1.85%
DUAL METER SOCKET PEDESTAL
TC-1 FOR TRAFFIC SIGNALS
LS-3 FOR SAFETY LIGHTS AND
DECORATIVE STREETLIGHTS

200AMP PANEL
120/240V 1PHASE
15KW OTON

100 S NCRMA ST A RIDGECREST CA 93555
100 S NCRMA ST B RIDGECREST CA 93555

DISTRICT 65 - RIDGECREST	PRD MGR SCOTT, CHRIS E	PLANNER WALKER, PHYLLIS	PHONE 651-923-2561
FOREMAN	TRUCK NO. P/L	INVENTORY MAP NO. 772-2094-1	THOMAS GJOJE
CSD 140 Y N	BY-PASS CODE	EXISTING CHANGE TO	TLM CHECKED
PRODUCT/SAP NO. 811274-NEW METER & SERVICE	PRODUCT/SAP NO.	PRODUCT/SAP NO.	PRODUCT/SAP NO.
PROPOSED CONSTRUCTION (LOCATION) CITY OF RIDGECREST RIDGECREST BLVD & NORMA RIDGECREST, CA 93555			ASSOCIATED DESIGN NO. 566729_0.01
TYPE APPROVED BY	DATE	CHECKED BY	DRAWN BY
Southern California Edison Company			SHEET 1 of 1
			JOB NO. 566729_0.01



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

8

DATE:

9/29/14

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Willdan Project #: 102225

Purchase Order No.: 007344

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Table with 3 columns: Description, Cost, (calendar days). Rows include original contract amount, change orders, and revised contract amount.

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Table with 9 columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Quantity, Unit, Unit Cost, Change order Cost, Time Ext. Calendar Days. Row 8 describes power conduits on Downs Street.

TOTAL THIS CHANGE ORDER: \$ 26,932.40 0

Requested: [Signature] Construction Manager/Resident Engineer

Date: 9/30/14

Approved: City Engineer

Date:

Approved: Public Works Director

Date:

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: GRIFFITH COMPANY Contractor

Date: 9/29/14

By: LUCAS J. WALKER REGIONAL MANAGER

Title:



A-C Electric Company — CALIFORNIA C-10 LICENSE 99849

ENGINEERING - CONSTRUCTION - AUTOMATION - SERVICE

BAKERSFIELD DIVISION
Box 81376
Bakersfield, CA 93380-1376
O: (661) 633-5388
F: (661) 324-2761
www.a-celectric.com

Change Request Proposal

Job Name: W RIDGECREST BLVD REHAB Date: 9/5/14
Customer Job No: 30586.04 Description: SCE DOWNS AVE.
A-C Job No: BR0530 A-C CRP No: 4.00

To: GRIFFITH COMPANY Attn: ERIC EUCCE
1128 CARRIER PARKWAY AVE
BAKERSFIELD, CA 93308

Description:

CPR# Non Recieved - BI-67 TS. DOWNS @ RIDGECREST
Price change of cost difference between the original plans 3" conduit to the SCE specified 4" bored conduit and additional work associated.
Price includes the credit of the 3" conduit, the cost for the new 4" bored conduit, pot hole of utilities, additional concrete removal and replacement "due to the large 12'-6" bends required", specified 90 bends and specified
Price is based on SPC drawing Job No. 569245_0.01

Revision #1

Removed the cost for concrete and asphalt replacement.
Price excludes concrete and asphalt replacement & mantance of areas to be replaced.

Schedule Impact: 7 Days

AMOUNT

Words: Twenty-Four Thousand Four Hundred Eighty-Four Dollars and Zero Cents

Figure: \$ 24,484.00

Price Valid Until:

Terms and Conditions:

1. This proposal is valid for a period not to exceed (20) calendar days from the date of this proposal unless otherwise noted.
2. This proposal is contingent upon receiving a signed copy of this Change Request or receiving a mutually acceptable form of subcontract change order.
3. Progress billing will be based on work completed and materials stored.
4. This proposal excludes acceleration, losses of efficiency, as well as the cumulative impact of ongoing and new changes being directed. We reserve our rights to pursue reimbursement for these and any other costs that occur beyond the scope of our original contract.
5. Labor rates are based on the work being performed during regular working hours - overtime is not included unless specifically stated in this proposal.
6. Pricing is based on having unrestricted access to the work area.
7. Cutting and patching is excluded unless specifically included in the quote.

A-C Electric Company

Accepted by:



 Signed
 Scott Blankenship, Project Manager
 Name and Title
 9/8/14
 Date

 Signed

 Name and Title

 Date

A-C Electric Company

West Ridgecrest Blvd. Reconstruction Project

Date 8/9/2014

Agent COR
AC Job No. BR0530
Item: CR4.00R1 SCE CONDUIT DOWNS ST.

Customer Griffith Company
Cust. Job No. 30586.04
Project Number:

TS. Downs @ Ridgecrest
BI-67

Cost Breakdown					
DEDUCTIVE					
	Item	Unit	Unit price	Qty	TOTAL
2	3" PVC SCH40 (T&BF)	EA	-9.50	100	-\$950.00
					-\$950.00
4" SCE CONDUIT					
	4" Edison (bore)	LF	40.00	263	\$10,520.00
1	Sidewalk Demo (additional)	SF	31.00	165	\$5,115.00
	Pot Hole Utilities	EA	702.00	13	\$9,126.00
	Hot Box Entry	EA	673.00	1	\$673.00
					\$25,434.00
includes excavation, backfill and compaction of trench					
TOTAL PRICE					24,484.00

Clarifications to the 8/8/14 email response to CR4.00;

- 1 "Can Griffith pour back the sidewalk at unit prices per bid item CY?"
*A-C has removed the cost of pour back of concrete in this revision.
- 2 "What was the basis for determining this quantity?"
*Sheet E-2, Note 8, Does not give any lengths for the conduit, however we have allowed a 100ft in our estimate. A-C is crediting the 100ft of 3" conduit.

10% subcontractor markup = \$2,448.40
Total Approved CCO Cost = \$26,932.40

APPROVED



9/15/14

CUSTOMER NOTE:
 A 48 hour advance notice is required
 for underground inspection (trench & duct).
 Contact SCE Inspector: Kevin Gool (909) 264-6678

CST CONTACT:
 CITY OF RIDGECREST ENGINEER
 LOREN CULP
 760-499-5082

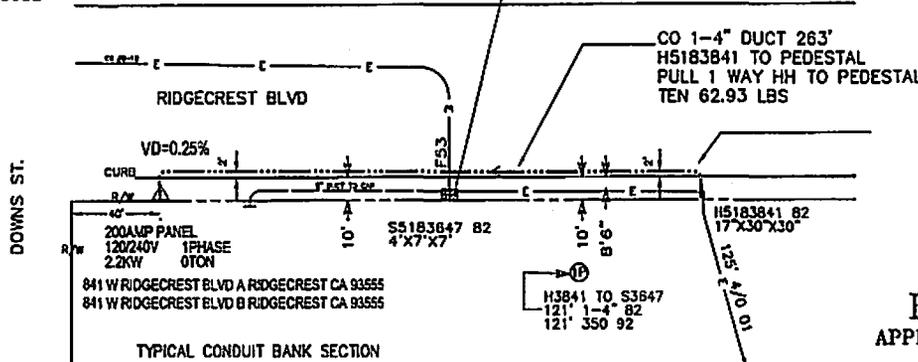
EX: S5183647 S.O.E. 1
 4'x7'x7' S.O.E. PARKWAY
 EX 4'x7'x7' S.O.E.
 EX 2-25, 1-50VA BURD MTR 120/240 BANK
 N: 2-1/0 1-72 CLP 25' (1 run)
 M: 2-1/0 1-72 CLP 15' (1 run)
 N: 2- MTR KH 30A 120/240 1P 3W

R16
 LS-3/TC-1 DUAL METER PEDESTAL
 SERVICE FROM EX HH
 NO ENVIRONMENTAL REQUIRED
 NO PTC REQUIRED

UNDERGROUND SERVICE ALERT
 Dial 811
 Call USA
 For Underground Locating
 2 Working Days Before You Dig

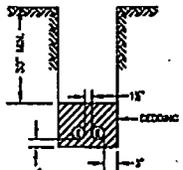
CONDUIT RADIUS REQUIREMENTS:

- A: The minimum radius for bends are:
 36" for conduits 3" in diameter or smaller
 48" for conduits 4" and 5" in diameter
 60" for 6" diameter conduit
- B: The minimum radius for sweeps are:
 36" for conduits 3" in diameter or smaller
 12'-6" for conduits 4" in diameter and larger,
 unless otherwise noted.



TYPICAL CONDUIT BANK SECTION
 SEE UGS CD 120

NOTE:
 ALL ELECTRICAL DUCTS AND STRUCTURES WILL
 CONFORM TO GENERAL ORDER #128 (RULES FOR
 CONSTRUCTION OF UNDERGROUND ELECTRICAL
 SUPPLY AND CONDUITATION PRESCRIBED BY THE
 PUBLIC UTILITIES COMMISSION OF THE STATE
 OF CALIFORNIA, JANUARY 2009).



EXACT BURIAL
 SIMILAR CONSTRUCTION FOR FEWER CONDUIT
 2 CONDUITS MAX.
 DET. No. 02/23/08



SCALE: 1" = 40'
 0 40 80
 CIRCUIT: SHANGRILA 12KV
 SUB: DOWNS

JIF-IN MADE INTO A SECONDARY HANDHOLE
 If PVC conduit is used, riser band installation may
 be made by the customer with prior SCE approval.
 Customer not to remove handhole cover. If metallic
 conduit is used or handhole cover needs to be removed,
 a SCE Qualified Person must be present.

T.L.M. DATA:

SIZE	KVA	CUST	% LOAD
100	22	3	22 %
PROP.	100	24	5
VOLTAGE DROP:	.25		
FLICKER FACTOR:	.25		
FRL CIRCUIT:	SHANGRILA 12KV		

DISTRICT 86 - RIDGECREST	PROJ. MGR. WALKER, PHYLLIS E PHONE 681-823-2261	PLANNER WALKER, PHYLLIS E PHONE 681-823-2261	GRD. NO.	DESIGN NO. 569245_0.01
FORWARD	ORDER NO. P/YE 772-2092-5	INVENTORY MAP REF. DOWNS GUIDE	ASSOCIATED DESIGN NO.	
CSD 140 Y M	BY-PASS CHANGE TO	TLM CHECKED	J.P.A. NO.	
PRODUCT/SAP NO. 814889-NEW METER & SERVICE	PRODUCT/SAP NO.	PRODUCT/SAP NO.	PROPOSED CONSTRUCTION (LOCATION) CITY OF RIDGECREST 841 RIDGECREST RIDGECREST, CA 93555	SHEET 1 OF 1 569245_0.01
TYPE APPROVED BY	DATE	CHECKED BY	DRAWN BY	PAGE #
Southern California Edison Company				

FINAL DESIGN
 APPROVED FOR CONSTRUCTION

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RESOLUTION NO. 14-xx

A RESOLUTION TO APPROVE THE FINAL BALANCING CONTRACT CHANGE ORDER, AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE NOTICE OF COMPLETION, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION AND AUTHORIZE THE RELEASE OF RETENTION ON THE UPJOHN TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH CHINA LAKE BOULEVARD AND UPJOHN AVENUE

WHEREAS, Loop Electric Inc has completed the traffic signalization for the intersection of Upjohn Avenue and South China Lake Boulevard HSIPL-5385(042), and

WHEREAS, during the course of construction additions and deletions to the scope of the project were made necessary due to material changes, and

WHEREAS, the net change in the cost of construction was a negative (\$1,894.72) and authorization for a final balancing change order in this amount is hereby requested, and

WHEREAS, retained funds to date in the amount of \$14,880.26 (5%) of the final construction cost will be withheld until 30 days after recordation of the notice of completion, and

WHEREAS, authorization to file a notice of completion is hereby requested, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$14,880.26 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds, and

WHEREAS, this project is funded by Federal Aid Projects and administered by the State of California Department of Transportation (CALTRANS)

NOW THEREFORE, be it resolved, that the City Council of the City of Ridgecrest hereby

1. Approve the balancing change order cost increase in the amount of (\$1,894.72) for a revised final contract amount of \$297,605.28,
2. Authorize the City Manager, Dennis Speer, to sign the Notice of Completion,
3. Authorize the City Clerk to file the Notice of Completion,
4. Authorize release of retained funds in the amount of \$14,880.26 thirty (30) days after recordation of the Notice of Completion providing no claims have been filed against said retained funds for the traffic signalization at the intersection of Upjohn Avenue and South China Lake Boulevard.

APPROVED AND ADOPTED this 15th day of October 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Daniel O. Clark

Rachel J. Ford, CMC
City Clerk

Recording Requested By:

CITY OF RIDGECREST

When Recorded Mail to:

City of Ridgecrest
City Clerk
100 West California Avenue
Ridgecrest, CA 93555

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.
- 2. The **FULL NAME** of the **OWNER** is City of Ridgecrest
- 3. The **FULL ADDRESS** of the **OWNER** is 100 West California Avenue, Ridgecrest, CA 93555
- 4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

- 5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names	Addresses
-------	-----------

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
-------	-----------

- 7. A work of improvement on the property hereinafter described was **COMPLETED**

- 8. The work of improvement completed is described as follows: Intersection and Traffic Signal Improvements at China Lake Blvd and Upjohn Avenue.

- 9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Loop Electric, Inc.

- 10. The street address of said property is: China Lake Blvd and Upjohn Avenue

- 11. The property on which said work of improvement was completed is in the City of Ridgecrest County of Kern, State of California.

Date

Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Manager** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Dennis Speer, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk



CITY OF RIDGECREST

Telephone 760 499-5000

FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

Federally Eligible for Reimbursement: Yes

FINAL BALANCING CONTRACT CHANGE ORDER

Owner: City of Ridgecrest Date: September 15, 2014

Project: China Lake Blvd and Upjohn Avenue Traffic Signal Improvements

Contractor: Loop Electric, Inc. Engineer: Hall & Foreman Inc.

You are directed to make the following changes in the contract documents:

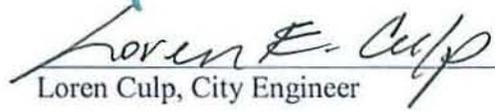
Description	Amount
Bid Items	
HSIPL-5385(042) – China Lake Blvd and Upjohn Avenue	
1. Contract Adjustment Compensation	= \$708.00
2. Change Order No. 1 – Traffic Signal and Striping Changes	= (2,602.72)
Net Balance	(\$1,894.72)
Original Contract Amount	\$299,500.00
Quantity Adjustments/Change Orders	(\$ 1,894.72)
Final Contract Cost	\$297,605.28

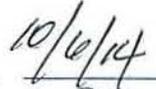
Recommended by:


Robert A. Kilpatrick, Resident Engineer


Date

Approved by:


Loren Culp, City Engineer


Date

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Resolution Approving The Disability Retirement Of Police Officer Anthony Agostinacci

PRESENTED BY:

Chief of Police Ronald Strand

SUMMARY:

The Public Employee's Retirement Law requires that a contracting agency (City of Ridgecrest) determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law.

This resolution authorizes the Disability Retirement and Advanced Disability Pension Payments (ADPP) for Police Officer Anthony Agostinacci.

Officer Agostinacci has completed his recovery time under GC4850 and is unable to perform certain duties of the position of Police Officer. This disability, Othopedic in nature, has been reviewed by Staff and Worker's Compensation and is believed to be a result of industrial injury and will be apportioned by Worker's Compensation and CalPERS when calculating the final retirement pension.

The resolution authorizes that advance payments be issued to Officer Agostinacci until such time as his retirement payments are issued by CalPERS, at which time the advance payments will be reimbursed to the City of Ridgecrest by CalPERS.

This Worker's Compensation claim is handled by our worker's compensation administrator, York Risk Services Group, Inc., which has been notified of Officer Agostinacci's retirement date of October 16, 2014

FISCAL IMPACT:

Monthly Advance Disability Pension Payments (ADPP) of \$2,853.68 fully reimbursed to City when regular disability retirement payments begin by CalPERS

Reviewed by Administrative Services Director

ACTION REQUESTED:

Approve as requested

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 14-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST
AUTHORIZING THE PARTIAL DISABILITY RETIREMENT OF SWORN SAFETY
MEMBER ANTHONY AGOSTINACCI**

WHEREAS, the City of Ridgecrest (hereinafter referred to as Agency) is a contracting Agency of the Public Employee's Retirement System; and

WHEREAS, the Public Employee's Retirement Law requires that a contracting Agency determine whether an employee of such Agency in employment which he/she is classified as a local safety member is disabled for purposes of the Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law:

WHEREAS, an application for disability/industrial disability retirement of Anthony Agostinacci employed by the Agency in the position of Police Patrol Officer has been filed with the Public Employees' Retirement System; and

WHEREAS, The Ridgecrest City Council has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Ridgecrest City Council find and determine and it does hereby find and determine that Anthony Agostinacci is substantially incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Patrol Officer, and

BE IT FURTHER RESOLVED THAT THE:

2. Ridgecrest City Council find and determine and it does hereby find and determine that Anthony Agostinacci is also substantially incapacitated from the performance of the usual duties of the position of Police Patrol Officer with other California public agencies in CalPERS.
3. Ridgecrest City Council find and determine and it does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment.
4. Neither said Anthony Agostinacci nor the Agency City of Ridgecrest has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 whether such disability is industrial.

BE IT FURTHER RESOLVED:

5. That the member was, or will be, separated from his employment in the position of Police Patrol Officer after expiration of his leave rights under Section 21164, Government Code, effective October 16, 2014 and that no dispute as to the expiration of such leave rights is pending. His last day on pay status is _October 15, 2014
6. There is not a possibility of third party liability.
7. The primary disabling condition is Orthopedic.
8. Advanced Disability Pension payments will be made. The payments will be made Monthly in the amount of \$2,853.68 beginning October 16, 2014 and will be mailed to the retiree's home address.
9. Officer Anthony Agostinacci is afforded all of the rights and privileges allowed by the law to a retired Police Officer.

APPROVED AND ADOPTED, this 15th day of October, 2014, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Daniel O. Clark, Mayor

Rachel J. Ford, CMC
City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Resolution to adopt salary schedule for FY 2013

PRESENTED BY:

Rachelle McQuiston, Director of Finance

SUMMARY:

To adopt salary schedules for all council approved positions in compliance with Title 2, Section 570.5 of the California Code of Regulations. These positions are separated by bargaining group hence five salary schedules are presented. The groups are Management (including City Council), Mid-Management, Confidential, Police Employee Association of Ridgecrest (PEAR), and UFCW Local 8.

This resolution is to present and adopt the schedules for July 1, 2012 to June 30, 2013.

The positions and compensations listed on these schedules were included in the approved annual budget for FY 2012-2013. Compensation is adjusted based on approved cost of living adjustments if there is such provision on the city council approved MOUs.

FISCAL IMPACT:

None

Reviewed by Director of Finance

ACTION REQUESTED:

Approve resolution to adopt salary schedules for FY 2013

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve to adopt the salary schedules

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RESOLUTION NO. 14-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE ATTACHED SALARY SCHEDULES FOR EMPLOYEE CLASSIFICATIONS

WHEREAS, Title 2, Section 570.5 of the California Code of Regulations requires the City of Ridgecrest Salary Schedule be approved by the governing body in accordance with the requirement of the applicable public meeting laws; and

WHEREAS, an updated Salary Schedule will be submitted to Council each fiscal year, and

WHEREAS, the Salary Schedule identifies all the positions established and approved by the City Council and will be accessible for public review through the City of Ridgecrest internet website; and

WHEREAS the Salary Schedule shows the grade/step salary pay for all City of Ridgecrest approved and established job positions, and

WHEREAS the Salary Schedule has been updated based on allowed cost of living increases if there is any stated on the approved Memorandum of Understanding of the respective bargaining groups and adopt the salary schedules for July 1, 2012 to June 30, 2013

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest hereby adopts the attached 7 pages of Salary Schedules as required by Title 2, Section 570.5 of the California Code of Regulations.

APPROVED AND ADOPTED, this 15th day of October 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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Salary Schedule for Management (Department Heads) & City Council
Effective on July 1, 2012 to June 30, 2013

JOB TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
City Council	1	Monthly	774.00									
City Manager	999	Hourly	38.0234	41.0653	44.3505	47.8985	51.7304	55.8688	60.3384	65.1654	70.3787	76.0089
		Monthly	6,590.72	7,117.98	7,687.42	8,302.41	8,966.61	9,683.93	10,458.65	11,295.34	12,198.97	13,174.88
City Clerk	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	45.8322	49.4988	53.4587	57.7354	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	7,944.25	8,579.79	9,266.17	10,007.46	10,888.31
Chief of Police	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	46.1725	49.8663	53.8556	58.1640	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31
Director of Finance	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	45.8322	49.4988	53.4587	57.7354	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	7,944.25	8,579.79	9,266.17	10,007.46	10,888.31
Director of Community Dev	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	45.8322	49.4988	53.4587	57.7354	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	7,944.25	8,579.79	9,266.17	10,007.46	10,888.31
Director of Parks and Recreation	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	46.1725	49.8663	53.8556	58.1640	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31
Director of Public Works	950	Hourly	31.4242	33.9381	36.6532	39.5854	42.7523	46.1725	49.8663	53.8556	58.1640	62.8172
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31

Each department head has his/her own employment contract.

Salary Schedule for Mid-Management for FY 2012-2013

Effective on July 1, 2012 to June 30, 2013

JOB TITLE		GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Accounting Manager	635	Hourly Monthly	31.4032 5,443.22	32.9734 5,715.38	34.6220 6,001.15	36.3531 6,301.21	38.1708 6,616.27	40.0793 6,947.08	41.0813 7,120.76	42.1083 7,298.78	43.1610 7,481.25	44.2401 7,668.28	45.3461 7,859.99
Administrative Analyst III	665	Hourly Monthly	28.9637 5,020.37	30.4119 5,271.39	31.9325 5,534.96	33.5291 5,811.71	35.2056 6,102.30	36.9658 6,407.41	37.8900 6,567.60	38.8372 6,731.79	39.8082 6,900.08	40.8034 7,072.58	41.8235 7,249.40
Assistant Finance Director	636	Hourly Monthly	34.6221 6,001.16	36.3532 6,301.22	38.1709 6,616.28	40.0794 6,947.10	42.0834 7,294.45	44.1875 7,659.17	45.2922 7,850.65	46.4245 8,046.92	47.5852 8,248.09	48.7748 8,454.30	49.9942 8,665.65
Chief Plant Operator	593	Hourly Monthly	25.2866 4,383.01	26.5509 4,602.16	27.8785 4,832.27	29.2724 5,073.88	30.7360 5,327.58	32.2728 5,593.96	33.0796 5,733.80	33.9066 5,877.15	34.7543 6,024.08	35.6232 6,174.68	36.5137 6,329.05
City Clerk	905	Hourly Monthly	37.9116 6,571.34	39.8072 6,899.91	41.7975 7,244.91	43.8874 7,607.15	46.0818 7,987.51	48.3859 8,386.89	49.5955 8,596.56	50.8354 8,811.47	52.1063 9,031.76	53.4090 9,257.55	54.7442 9,488.99
City Engineer	653	Hourly Monthly	33.8846 5,873.33	35.5788 6,167.00	37.3578 6,475.35	39.2257 6,799.11	41.1869 7,139.07	43.2463 7,496.02	44.3274 7,683.42	45.4356 7,875.51	46.5715 8,072.40	47.7358 8,274.21	48.9292 8,481.06
City Planner	653	Hourly Monthly	33.8846 5,873.33	35.5788 6,167.00	37.3578 6,475.35	39.2257 6,799.11	41.1869 7,139.07	43.2463 7,496.02	44.3274 7,683.42	45.4356 7,875.51	46.5715 8,072.40	47.7358 8,274.21	48.9292 8,481.06
Economic Dev. Project Manager	653	Hourly Monthly	33.8846 5,873.33	35.5788 6,167.00	37.3578 6,475.35	39.2257 6,799.11	41.1869 7,139.07	43.2463 7,496.02	44.3274 7,683.42	45.4356 7,875.51	46.5715 8,072.40	47.7358 8,274.21	48.9292 8,481.06
Information Systems Manager	653	Hourly Monthly	33.8846 5,873.33	35.5788 6,167.00	37.3578 6,475.35	39.2257 6,799.11	41.1869 7,139.07	43.2463 7,496.02	44.3274 7,683.42	45.4356 7,875.51	46.5715 8,072.40	47.7358 8,274.21	48.9292 8,481.06
Parks Maintenance Supervisor	598	Hourly Monthly	25.8943 4,488.35	27.1890 4,712.76	28.5485 4,948.40	29.9759 5,195.82	31.4747 5,455.61	33.0484 5,728.39	33.8746 5,871.60	34.7215 6,018.39	35.5895 6,168.85	36.4793 6,323.07	37.3913 6,481.15
Police Captain	877	Hourly Monthly	37.1070 6,431.88	38.9624 6,753.47	40.9105 7,091.15	42.9560 7,445.71	45.1038 7,817.99	47.3590 8,208.89	48.5430 8,414.11	49.7565 8,624.46	51.0004 8,840.08	52.2755 9,061.08	53.5823 9,287.61
Public Works Maint. Coordinator	220	Hourly Monthly	20.7153 3,590.65	21.7511 3,770.18	22.8386 3,958.69	23.9805 4,156.63	25.1796 4,364.46	26.4386 4,582.68	27.0995 4,697.25	27.7770 4,814.68	28.4714 4,935.05	29.1832 5,058.42	29.9128 5,184.89
Public Works Supervisor	598	Hourly Monthly	25.8943 4,488.35	27.1890 4,712.76	28.5485 4,948.40	29.9759 5,195.82	31.4747 5,455.61	33.0484 5,728.39	33.8746 5,871.60	34.7215 6,018.39	35.5895 6,168.85	36.4793 6,323.07	37.3913 6,481.15
Recreation Supervisor	598	Hourly Monthly	25.8943 4,488.35	27.1890 4,712.76	28.5485 4,948.40	29.9759 5,195.82	31.4747 5,455.61	33.0484 5,728.39	33.8746 5,871.60	34.7215 6,018.39	35.5895 6,168.85	36.4793 6,323.07	37.3913 6,481.15
Transit Services Coordinator	667	Hourly Monthly	33.3083 5,773.44	34.9737 6,062.11	36.7224 6,365.22	38.5585 6,683.48	40.4864 7,017.65	42.5108 7,368.53	43.5735 7,552.75	44.6629 7,741.57	45.7794 7,935.10	46.9239 8,133.48	48.0970 8,336.82
Transit Supervisor	555	Hourly Monthly	21.0086 3,641.49	22.0590 3,823.57	23.1620 4,014.74	24.3201 4,215.48	25.5361 4,426.25	26.8129 4,647.57	27.4832 4,763.76	28.1703 4,882.85	28.8745 5,004.92	29.5964 5,130.04	30.3363 5,258.30
Assistant PW Dir/ City Engineer	660	Hourly Monthly	40.0899 6,948.92	42.0944 7,296.36	44.1991 7,661.18	46.4091 8,044.24	48.7295 8,446.45	51.1660 8,868.77	52.4452 9,090.49	53.7563 9,317.76	55.1002 9,550.70	56.4777 9,789.47	57.8896 10,034.20

Most current compensation agreement for this group expired on July 01, 2011

Salary Schedule for Confidential Group
Effective on July 1, 2012 to June 30, 2013

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Account Clerk I	467	Hourly	11.8688	12.4622	13.0854	13.7396	14.4266	15.1479	15.5266	15.9148	16.3127	16.7205	17.1385
		Monthly	2,057.26	2,160.12	2,268.13	2,381.53	2,500.61	2,625.64	2,691.28	2,758.56	2,827.53	2,898.22	2,970.67
Account Clerk II	468	Hourly	13.6492	14.3317	15.0482	15.8007	16.5907	17.4202	17.8557	18.3021	18.7597	19.2287	19.7094
		Monthly	2,365.86	2,484.15	2,608.36	2,738.78	2,875.72	3,019.51	3,094.99	3,172.37	3,251.68	3,332.97	3,416.29
Accountant I -Accountant Training	555	Hourly	21.0086	22.0590	23.1620	24.3201	25.5361	26.8129	27.4832	28.1703	28.8745	29.5964	30.3363
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Accountant	559	Hourly	25.8944	27.1891	28.5486	29.9760	31.4748	33.0485	33.8748	34.7216	35.5897	36.4794	37.3914
		Monthly	4,488.36	4,712.78	4,948.42	5,195.84	5,455.63	5,728.41	5,871.62	6,018.42	6,168.88	6,323.10	6,481.18
Accounting Technician	535	Hourly	18.3170	19.2329	20.1945	21.2042	22.2644	23.3776	23.9621	24.5611	25.1752	25.8046	26.4497
		Monthly	3,174.95	3,333.69	3,500.38	3,675.40	3,859.17	4,052.13	4,153.43	4,257.26	4,363.70	4,472.79	4,584.61
Administrative Aide -Finance	570	Hourly	25.1565	26.4143	27.7350	29.1218	30.5779	32.1068	32.9094	33.7322	34.5755	35.4399	36.3259
		Monthly	4,360.46	4,578.48	4,807.41	5,047.78	5,300.17	5,565.17	5,704.30	5,846.91	5,993.08	6,142.91	6,296.48
Administrative Analyst I	663	Hourly	22.9040	24.0492	25.2517	26.5142	27.8400	29.2320	29.9628	30.7118	31.4796	32.2666	33.0733
		Monthly	3,970.03	4,168.53	4,376.95	4,595.80	4,825.59	5,066.87	5,193.54	5,323.38	5,456.47	5,592.88	5,732.70
Administrative Analyst II	664	Hourly	23.4639	24.6371	25.8689	27.1624	28.5205	29.9465	30.6952	31.4626	32.2492	33.0554	33.8818
		Monthly	4,067.08	4,270.43	4,483.95	4,708.15	4,943.56	5,190.73	5,320.50	5,453.52	5,589.85	5,729.60	5,872.84
Administrative Assistant - Finance	557	Hourly	24.3215	25.5376	26.8145	28.1552	29.5629	31.0411	31.8171	32.6125	33.4279	34.2635	35.1201
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Administrative Assistant - HR	557	Hourly	24.3215	25.5376	26.8145	28.1552	29.5629	31.0411	31.8171	32.6125	33.4279	34.2635	35.1201
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Administrative Asst - Public Relations	535	Hourly	18.3094	19.2249	20.1861	21.1954	22.2552	23.3679	23.9521	24.5510	25.1647	25.7938	26.4387
		Monthly	3,173.63	3,332.31	3,498.93	3,673.87	3,857.57	4,050.44	4,151.71	4,255.50	4,361.89	4,470.93	4,582.71
Administrative Assistant - RM	555	Hourly	21.0086	22.0590	23.1620	24.3201	25.5361	26.8129	27.4832	28.1703	28.8745	29.5964	30.3363
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Administrative Clerk II	551	Hourly	14.4866	15.2109	15.9715	16.7701	17.6086	18.4890	18.9512	19.4250	19.9106	20.4084	20.9186
		Monthly	2,511.01	2,636.56	2,768.39	2,906.81	3,052.15	3,204.76	3,284.88	3,367.00	3,451.17	3,537.45	3,625.89
Admin Secretary Confidential	200	Hourly	15.7670	16.5554	17.3831	18.2523	19.1649	20.1231	20.6262	21.1419	21.6704	22.2122	22.7675
		Monthly	2,732.95	2,869.59	3,013.07	3,163.73	3,321.91	3,488.01	3,575.21	3,664.59	3,756.20	3,850.11	3,946.36
Collections Officer	520	Hourly	16.9376	17.7845	18.6737	19.6074	20.5878	21.6171	22.1576	22.7115	23.2793	23.8613	24.4578
		Monthly	2,935.85	3,082.64	3,236.78	3,398.61	3,568.54	3,746.97	3,840.65	3,936.66	4,035.08	4,135.96	4,239.35
Cultural Affairs Coordinator II	539	Hourly	15.0580	15.8109	16.6014	17.4315	18.3031	19.2182	19.6987	20.1912	20.6960	21.2133	21.7437
		Monthly	2,610.05	2,740.56	2,877.58	3,021.46	3,172.54	3,331.16	3,414.44	3,499.80	3,587.30	3,676.98	3,768.91
Deputy City Clerk	557	Hourly	24.3215	25.5376	26.8145	28.1552	29.5629	31.0411	31.8171	32.6125	33.4279	34.2635	35.1201
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Executive Secretary	523	Hourly	18.1321	19.0387	19.9906	20.9902	22.0397	23.1417	23.7202	24.3132	24.9210	25.5441	26.1827
		Monthly	3,142.90	3,300.04	3,465.04	3,638.30	3,820.21	4,011.22	4,111.50	4,214.29	4,319.65	4,427.64	4,538.33

Salary Schedule for Confidential Group
Effective on July 1, 2012 to June 30, 2013

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Human Resources Assistant	555	Hourly	21.0086	22.0590	23.1620	24.3201	25.5361	26.8129	27.4832	28.1703	28.8745	29.5964	30.3363
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Information Systems Specialist	625	Hourly	22.6410	23.7731	24.9617	26.2098	27.5203	28.8963	29.6187	30.3592	31.1181	31.8961	32.6935
		Monthly	3,924.44	4,120.66	4,326.70	4,543.03	4,770.18	5,008.69	5,133.91	5,262.26	5,393.81	5,528.66	5,666.87
Information Systems Technician	535	Hourly	18.3170	19.2329	20.1945	21.2042	22.2644	23.3776	23.9621	24.5611	25.1752	25.8046	26.4497
		Monthly	3,174.95	3,333.69	3,500.38	3,675.40	3,859.17	4,052.13	4,153.43	4,257.26	4,363.70	4,472.79	4,584.61
Junior Accountant	555	Hourly	21.0086	22.0590	23.1620	24.3201	25.5361	26.8129	27.4832	28.1703	28.8745	29.5964	30.3363
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Payroll Technician I	590	Hourly	21.2817	22.3458	23.4631	24.6362	25.8680	27.1614	27.8405	28.5365	29.2499	29.9811	30.7307
		Monthly	3,688.83	3,873.27	4,066.93	4,270.28	4,483.79	4,707.98	4,825.68	4,946.32	5,069.98	5,196.73	5,326.65
Payroll Technician II	591	Hourly	23.4098	24.5803	25.8093	27.0998	28.4548	29.8775	30.6244	31.3900	32.1748	32.9792	33.8036
		Monthly	4,057.70	4,260.58	4,473.61	4,697.29	4,932.16	5,178.77	5,308.24	5,440.94	5,576.96	5,716.39	5,859.30
Personnel Analyst	680	Hourly	26.8195	28.1605	29.5685	31.0469	32.5993	34.2292	35.0850	35.9621	36.8611	37.7827	38.7272
		Monthly	4,648.71	4,881.15	5,125.21	5,381.47	5,650.54	5,933.07	6,081.39	6,233.43	6,389.26	6,549.00	6,712.72
Secretary-Confidential	480	Hourly	13.7441	14.4313	15.1529	15.9105	16.7060	17.5413	17.9799	18.4294	18.8901	19.3624	19.8464
		Monthly	2,382.31	2,501.43	2,626.50	2,757.82	2,895.71	3,040.50	3,116.51	3,194.42	3,274.29	3,356.14	3,440.05
Senior Secretary -Police	508	Hourly	17.1250	17.9813	18.8803	19.8243	20.8155	21.8563	22.4027	22.9628	23.5369	24.1253	24.7284
		Monthly	2,968.33	3,116.75	3,272.59	3,436.22	3,608.03	3,788.43	3,883.14	3,980.22	4,079.72	4,181.72	4,286.26
Senior Bus Driver/ Transit Dispatcher	181	Hourly	14.2952	15.0100	15.7605	16.5485	17.3759	18.2447	18.7008	19.1683	19.6475	20.1387	20.6422
		Monthly	2,477.83	2,601.73	2,731.81	2,868.40	3,011.82	3,162.41	3,241.48	3,322.51	3,405.57	3,490.71	3,577.98
Systems Analyst	680	Hourly	26.8195	28.1605	29.5685	31.0469	32.5993	34.2292	35.0850	35.9621	36.8611	37.7827	38.7272
		Monthly	4,648.71	4,881.15	5,125.21	5,381.47	5,650.54	5,933.07	6,081.39	6,233.43	6,389.26	6,549.00	6,712.72
WIA Grant Program Coordinator	797	Hourly	10.0000	10.5000	11.0250	11.5763	12.1551	12.7628	13.0819	13.4089	13.7442	14.0878	14.4400
		Monthly	1,733.33	1,820.00	1,911.00	2,006.55	2,106.88	2,212.22	2,267.53	2,324.22	2,382.32	2,441.88	2,502.93

Most current compensation agreement for this group expired on July 01, 2011

Salary Schedule for PEAR for FY 2012-2013

Effective on July 1, 2012 to June 30, 2013

JOB TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Animal Control Officer	772	Hourly	14.3143	15.0300	15.7815	16.5706	17.3992	18.2691	18.7258	19.1940	19.6738	20.1657
		Monthly	2,481.15	2,605.21	2,735.47	2,872.24	3,015.85	3,166.65	3,245.81	3,326.96	3,410.13	3,495.38
Animal Control Supervisor	802	Hourly	16.5678	17.3962	18.2660	19.1793	20.1383	21.1452	21.6738	22.2156	22.7710	23.3403
		Monthly	2,871.75	3,015.34	3,166.10	3,324.41	3,490.63	3,665.16	3,756.79	3,850.71	3,946.98	4,045.65
Police Dispatch	816	Hourly	17.4886	18.3630	19.2811	20.2452	21.2575	22.3203	22.8783	23.4503	24.0365	24.6375
		Monthly	3,031.35	3,182.92	3,342.06	3,509.17	3,684.62	3,868.86	3,965.58	4,064.72	4,166.33	4,270.49
Kennel Attendant	762	Hourly	11.4244	11.9956	12.5954	13.2252	13.8864	14.5808	14.9453	15.3189	15.7019	16.0944
		Monthly	1,980.23	2,079.24	2,183.20	2,292.36	2,406.98	2,527.33	2,590.51	2,655.28	2,721.66	2,789.70
Property Evidence Clerk	151	Hourly	12.9756	13.6244	14.3056	15.0209	15.7719	17.6825	16.9745	17.3989	17.8338	18.2797
		Monthly	2,249.10	2,361.56	2,479.63	2,603.61	2,733.80	3,064.97	2,942.25	3,015.80	3,091.20	3,168.48
Police Officer	837	Hourly	23.4251	24.5964	25.8262	27.1175	28.4734	29.8970				
		Monthly	4,060.35	4,263.37	4,476.54	4,700.36	4,935.38	5,182.15				
Police Sergeant	867	Hourly	31.6999	33.2849	34.9491	36.6966						
		Monthly	5,494.65	5,769.38	6,057.85	6,360.74						

Notes: Police Officer steps were compressed to 6 steps while Police Sergeant steps were compressed to four

Salary Schedule for UFCW Local 8 for FY 2012-2013

Effective on July 1, 2012 to June 30, 2013

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12**
Code Enforcement Officer	221	Hourly	17.1934	18.0531	18.9557	19.9035	20.8987	21.9436	22.4922	23.0545	23.6309	24.2216	24.8272	25.4478
		Monthly	2,980.19	3,129.20	3,285.66	3,449.94	3,622.44	3,803.56	3,898.65	3,996.11	4,096.02	4,198.42	4,303.38	4,410.96
Community Dev Technician	201	Hourly	16.0046	16.8048	17.6451	18.5273	19.4537	20.4264	20.9370	21.4605	21.9970	22.5469	23.1106	23.6883
		Monthly	2,774.13	2,912.84	3,058.48	3,211.40	3,371.97	3,540.57	3,629.09	3,719.81	3,812.81	3,908.13	4,005.83	4,105.98
Cultural Affairs Coordinator I	538	Hourly	13.7969	14.4867	15.2111	15.9716	16.7702	17.6087	18.0489	18.5001	18.9626	19.4367	19.9226	20.4207
		Monthly	2,391.46	2,511.03	2,636.58	2,768.41	2,906.83	3,052.17	3,128.48	3,206.69	3,286.86	3,369.03	3,453.25	3,539.59
Transit Driver	140	Hourly	11.6536	12.2362	12.8480	13.4904	14.1650	14.8732	15.2450	15.6262	16.0168	16.4172	16.8277	17.2484
		Monthly	2,019.95	2,120.95	2,226.99	2,338.34	2,455.26	2,578.02	2,642.47	2,708.54	2,776.25	2,845.66	2,916.80	2,989.72
Engineer I	280	Hourly	24.1496	25.3570	26.6249	27.9561	29.3539	30.8216	31.5922	32.3820	33.1915	34.0213	34.8719	35.7437
		Monthly	4,185.92	4,395.22	4,614.98	4,845.73	5,088.02	5,342.42	5,475.98	5,612.88	5,753.20	5,897.03	6,044.46	6,195.57
Engineer II	285	Hourly	27.8364	29.2282	30.6897	32.2241	33.8353	35.5271	36.4153	37.3257	38.2588	39.2153	40.1957	41.2006
		Monthly	4,824.98	5,066.23	5,319.54	5,585.52	5,864.79	6,158.03	6,311.98	6,469.78	6,631.53	6,797.32	6,967.25	7,141.43
Engineer III	295	Hourly	29.1645	30.6227	32.1539	33.7616	35.4496	37.2221	38.1527	39.1065	40.0842	41.0863	42.1134	43.1663
		Monthly	5,055.18	5,307.94	5,573.34	5,852.01	6,144.61	6,451.84	6,613.13	6,778.46	6,947.92	7,121.62	7,299.66	7,482.15
Engineering Technician III	242	Hourly	25.4326	26.7042	28.0394	29.4414	30.9134	32.4591	33.2706	34.1023	34.9549	35.8288	36.7245	37.6426
		Monthly	4,408.31	4,628.73	4,860.16	5,103.17	5,358.33	5,626.25	5,766.90	5,911.07	6,058.85	6,210.32	6,365.58	6,524.72
Equipment Operator	200	Hourly	16.0046	16.8048	17.6451	18.5273	19.4537	20.4264	20.9370	21.4605	21.9970	22.5469	23.1106	23.6883
		Monthly	2,774.13	2,912.84	3,058.48	3,211.40	3,371.97	3,540.57	3,629.09	3,719.81	3,812.81	3,908.13	4,005.83	4,105.98
Fleet Mechanic I	243	Hourly	18.4290	19.3505	20.3180	21.3339	22.4006	23.5206	24.1086	24.7113	25.3291	25.9624	26.6114	27.2767
		Monthly	3,194.36	3,354.08	3,521.78	3,697.87	3,882.77	4,076.91	4,178.83	4,283.30	4,390.38	4,500.14	4,612.64	4,727.96
Fleet Mechanic II	245	Hourly	20.4201	21.4411	22.5131	23.6388	24.8207	26.0618	26.7133	27.3811	28.0657	28.7673	29.4865	30.2237
		Monthly	3,539.48	3,716.45	3,902.28	4,097.39	4,302.26	4,517.37	4,630.31	4,746.06	4,864.72	4,986.33	5,110.99	5,238.77
Fleet Mechanic III	250	Hourly	20.9296	21.9760	23.0748	24.2286	25.4400	26.7120	27.3798	28.0643	28.7659	29.4850	30.2222	30.9777
		Monthly	3,627.79	3,809.18	3,999.64	4,199.62	4,409.60	4,630.08	4,745.83	4,864.48	4,986.09	5,110.74	5,238.51	5,369.47
Garage Foreman	250	Hourly	20.9296	21.9760	23.0748	24.2286	25.4400	26.7120	27.3798	28.0643	28.7659	29.4850	30.2222	30.9777
		Monthly	3,627.79	3,809.18	3,999.64	4,199.62	4,409.60	4,630.08	4,745.83	4,864.48	4,986.09	5,110.74	5,238.51	5,369.47
Maintenance Worker I	150	Hourly	12.5378	13.1647	13.8229	14.5141	15.2398	16.0018	16.4018	16.8119	17.2322	17.6630	18.1046	18.5572
		Monthly	2,173.22	2,281.88	2,395.98	2,515.78	2,641.56	2,773.64	2,842.98	2,914.06	2,986.91	3,061.58	3,138.12	3,216.58
Maintenance Worker II	170	Hourly	13.8203	14.5113	15.2369	15.9987	16.7987	17.6386	18.0796	18.5315	18.9948	19.4697	19.9564	20.4554
		Monthly	2,395.52	2,515.29	2,641.06	2,773.11	2,911.77	3,057.36	3,133.79	3,212.13	3,292.44	3,374.75	3,459.12	3,545.59
Maintenance Worker III	183	Hourly	15.2316	15.9932	16.7928	17.6325	18.5141	19.4398	19.9258	20.4240	20.9346	21.4579	21.9944	22.5442
		Monthly	2,640.15	2,772.15	2,910.76	3,056.30	3,209.11	3,369.57	3,453.81	3,540.15	3,628.66	3,719.37	3,812.36	3,907.67
Office Assistant I	130	Hourly	10.7224	11.2586	11.8215	12.4126	13.0332	13.6849	14.0270	14.3777	14.7371	15.1055	15.4832	15.8702
		Monthly	1,858.56	1,951.48	2,049.06	2,151.51	2,259.09	2,372.04	2,431.34	2,492.13	2,554.43	2,618.29	2,683.75	2,750.84
Office Assistant II	150	Hourly	12.5378	13.1647	13.8229	14.5141	15.2398	16.0018	16.4018	16.8119	17.2322	17.6630	18.1046	18.5572
		Monthly	2,173.22	2,281.88	2,395.98	2,515.78	2,641.56	2,773.64	2,842.98	2,914.06	2,986.91	3,061.58	3,138.12	3,216.58
Planning Technician I	200	Hourly	16.0046	16.8048	17.6451	18.5273	19.4537	20.4264	20.9370	21.4605	21.9970	22.5469	23.1106	23.6883
		Monthly	2,774.13	2,912.84	3,058.48	3,211.40	3,371.97	3,540.57	3,629.09	3,719.81	3,812.81	3,908.13	4,005.83	4,105.98
Planning Technician II	265	Hourly	21.9778	23.0767	24.2305	25.4420	26.7141	28.0498	28.7511	29.4699	30.2066	30.9618	31.7358	32.5292
		Monthly	3,809.48	3,999.96	4,199.95	4,409.95	4,630.45	4,861.97	4,983.52	5,108.11	5,235.81	5,366.71	5,500.88	5,638.40
Police Clerk I	130	Hourly	10.7224	11.2586	11.8215	12.4126	13.0332	13.6849	14.0270	14.3777	14.7371	15.1055	15.4832	15.8702

Salary Schedule for UFCW Local 8 for FY 2012-2013

Effective on July 1, 2012 to June 30, 2013

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12**
		Monthly	1,858.56	1,951.48	2,049.06	2,151.51	2,259.09	2,372.04	2,431.34	2,492.13	2,554.43	2,618.29	2,683.75	2,750.84
Police Clerk II	150	Hourly	12.5378	13.1647	13.8229	14.5141	15.2398	16.0018	16.4018	16.8119	17.2322	17.6630	18.1046	18.5572
		Monthly	2,173.22	2,281.88	2,395.98	2,515.78	2,641.56	2,773.64	2,842.98	2,914.06	2,986.91	3,061.58	3,138.12	3,216.58
Secretary	180	Hourly	14.0897	14.7942	15.5339	16.3106	17.1261	17.9824	18.4320	18.8928	19.3651	19.8492	20.3454	20.8541
		Monthly	2,442.21	2,564.32	2,692.54	2,827.16	2,968.52	3,116.95	3,194.87	3,274.74	3,356.61	3,440.53	3,526.54	3,614.70
Wastewater Operator I	195	Hourly	15.6122	16.3929	17.2125	18.0731	18.9768	19.9256	20.4238	20.9344	21.4577	21.9942	22.5440	23.1076
		Monthly	2,706.12	2,841.43	2,983.50	3,132.68	3,289.31	3,453.78	3,540.12	3,628.62	3,719.34	3,812.32	3,907.63	4,005.32
Wastewater Operator II	215	Hourly	17.2168	18.0777	18.9815	19.9306	20.9271	21.9735	22.5228	23.0859	23.6631	24.2546	24.8610	25.4825
		Monthly	2,984.25	3,133.46	3,290.13	3,454.64	3,627.37	3,808.74	3,903.96	4,001.56	4,101.60	4,204.14	4,309.24	4,416.97
Wastewater Operator III	270	Hourly	21.8490	22.9414	24.0885	25.2929	26.5575	27.8854	28.5825	29.2971	30.0295	30.7803	31.5498	32.3385
		Monthly	3,787.15	3,976.51	4,175.33	4,384.10	4,603.31	4,833.47	4,954.31	5,078.17	5,205.12	5,335.25	5,468.63	5,605.35
Wastewater Trainee	175	Hourly	11.9874	12.5867	13.2161	14.2952	14.5707	15.2992	15.6817	16.0738	16.4756	16.8875	17.3097	17.7424
		Monthly	2,077.81	2,181.70	2,290.78	2,477.83	2,525.59	2,651.87	2,718.16	2,786.12	2,855.77	2,927.17	3,000.34	3,075.35

** To be eligible in this step, the employee must be employed by the City for over 15 years.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY AGENDA ITEM**

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of October 1, 2014

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of October 1, 2014

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL

City Council Chambers
100 West California Avenue
Ridgecrest, California 93555

October 1, 2014
5:30 pm

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER – 5:30 p.m.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Daniel O. Clark; Council Members James Sanders, and Steven Morgan

Council Absent: Vice-Mayor Marshall 'Chip' Holloway; Council Member Lori Acton

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City; City Attorney Keith Lemieux (via teleconference) and other staff

APPROVAL OF AGENDA

- Pulled item number two of closed session GC54956.9 (d)(4) Conference with Legal Counsel – Existing Litigation – Eva Balfour v. City of Ridgecrest

Motion To Approve Agenda (As Amended) Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Voice Vote Of 3 Ayes (Mayor Clark, Council Members Sanders And Morgan); 0 Noes; 0 Abstain; 2 Absent (Council Members Holloway And Acton)

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

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CLOSED SESSION

GC54956.9 (d)(4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. William Dale Howard

GC54956.9 (d)(4) Conference with Legal Counsel – Existing Litigation – Eva Balfour v. City of Ridgecrest

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Conference With Legal Counsel – City Of Ridgecrest v. William Dale Howard, received report, no reportable action taken
 - Conference With Legal Counsel – Eva Balfour v. City Of Ridgecrest. Item pulled from closed session prior to approval of the agenda.
- Other
 - None

PUBLIC COMMENT at 6:09 p.m.

Randy Jenkins

- Spoke on the two local newspapers and the past misstatements published.
- Spoke on the constitution, freedom of press, and freedom of speech.
- Reviewed the five questions issued to candidates by the Daily Independent and responded to them verbally.
- Responded to the News Review with scripture from the Bible referencing judging others and treating others as you want to be treated.

Cooper Jenkins

- Encouraged public to elect Randy Jenkins for Mayor.
- Read passages from the Bible referencing creation, law, John the Baptist, and God.

Marcie Jenkins

- Encouraged public to elect Randy Jenkins for Mayor.
- Read Proverbs 13:34 and John chapter 3 from the Bible referencing Nicodemus discussion with Jesus about being born again.

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Laura Jenkins

- Read a poem she wrote encouraging the public to elect Randy Jenkins for Mayor.
- Read passages from the Bible referencing first Corinthians chapter 3 referencing charity.

Christina Witt

- Informed community of veteran's fund run November 1 at 11:00 a.m. for Motorcycles, bicycles, and cars.

Bob Barnes

- Spoke on \$450,000 offer to City for purchase City property at Sand Canyon
- Commented on doing their due diligence for protection of water resources for the community of Ridgecrest
- Requested a final meeting between all parties after the due diligence studies are completed.
- Highlighted positive points for City selling this land to the Mojave Desert Land Trust.
- Provided written copy of statements.

Penelope LePome

- Referenced previous suggestions regarding IWV Groundwater Management Group and City participation and asked for update on progress.
- Commented on water conservation and increased costs with possibility of state of California forcing conservation.
 - Keith Lemieux – responded with letter overview of the water act and requested a discussion item at the next Council meeting.
- Asked for participation at the next meeting workshop which is invite only

Brenda Burnette

- Commented on previous experience as City Council member and read a written statement regarding the Sand Canyon history and purchase by the City.
- Purpose was originally for mitigation for water conservation and protection of the Mojave Ground Squirrel. Ultimately was to go to BLM to complete a wilderness area.
- Land should end up with BLM and vote to use to promote thoughtfulness and any money exchanged be used for library. (statement came from Mr. Gregory)
- Concerned about this item sitting on the back burner due to staffing shortages until the offer is no longer available.
- Asked that Robert Ellison be remembered

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Hector Villalobos

- Retired BLM
- Knows how boundaries are drawn for BLM holdings with in-holding created around private lands.
- Development does not occur in the in-holdings and they usually become wilderness without management.
- Some attempts to develop the land by owners such as mineral and timber development, ranches. However access to the land needed to be developed and after application for right of way was made, approval rarely if ever occurred.
- Spoke on NEPA compliance issues.
- Commented on wise owners who used the in-holdings as a tax benefit by way of donation to BLM
- Commented on the wisest owners being those who sold the land to conservancy.
- Remarked on positive dealing with conservancies.

Frazier Henning

- Works with the Mojave trust
- Appreciates City need to do due diligence and offer is standing by for completion of the studies.
- Provided printed copies.

Roger Brower

- Represents Tepatitlan Sister City Association
- Requested funds from the City to assist with delegate visit to Ridgecrest
 - Dan Clark – distributed letter to Council requesting a visit to Mexico
- Commented that delegates from Mexico are coming to Ridgecrest the end of the month.
 - Dan Clark – Confirmed the City has participated in the sister City partnership for 39 years.

Mike Neel

- Refreshing to see articulate, well-spoken young adults speaking before Council and hope they keep up the good work.
- Provided copies of photos to Council of trailers and equipment parked at the business park property and asked why this is ok but not Mr. Howard's sea vans.
- Commented on the recycling facility on Ridgecrest Blvd. having to put up a fence but these other locations are considered alright.
- Spoke on the trial against Mr. Howard and in light of the poor outcome of the last trial stated the City is not going to win this.
- Commented on Mr. Howard standing up for his property rights.
- Spoke on determination of past people standing up to government and winning. Predicts Ridgecrest will lose this one and have lost thousands of wasted dollars.
- Requested City leave Mr. Howard alone and stop wasting public money and using police to solicit complaints about Mr. Howard.

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Tom Wiknich

- Glad to hear about agenda item discussion of Sand Canyon
- Announced candidate forums tomorrow and Tuesday night on TV station at 7:30 p.m.
- Live broadcast format with call-in questions from the public.
- Stated public can Email questions online to forums@kzgn.net
- Stated there will be 3 questioners and one host to guide the process.

Dave Matthews

- Liked Randy's idea about a zoo.
- 83 years old, born in the depression, and conservation was a way of life. Is a conservationist and has been during his entire life.
- Regarding in-holdings at Sand Canyon, urged Council not to sell to Mojave Desert Land Trust because what they do is turn the land over to BLM and one stipulation is that it remain wilderness conservation forever. There is no chance to ever do anything else with the land.
- Recalled that the in-holdings, which are private property, cannot be denied access so City needs to look into this.
- Remembered the mitigation process Mr. Gregory had to go thru, which is a process he should not have had to do, but regardless the property went to the City and not sure I want to see the property go back to BLM the way things are going.
- When I retired I wanted to go out and explore and I can't go into this wilderness area.
- Spoke on how he uses plastic bags to line trash cans and other things and if he can't get them at the grocery store will have to go buy them.

Speaker

- Asked how to get the local television station for those who have satellite and asked if there was a public venue that could be used.
 - Tom Wiknich – KZGN on Mediacom or over the air antenna at the house. Stated this is a small antenna which is simple to install. Will be recorded and rebroadcast on U-Tube. Still developing live streaming capability. Cost to do this forum was \$4000.

Dave Matthews

- West Ridgecrest Blvd looks great. Cruised from Balsam to Mahan and truck didn't have to go into 4x4.
- Commented on suggestion of businesses suffering during construction and suggested City give them a one month extension on business license.

Public Comment closed at 7:11 p.m.

CONSENT CALENDAR

1. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Provide The Construction Management For Installation Of Access Ramps Signing And Striping For Twelve (12) Intersections At Various Locations And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
2. Adopt A Resolution To Approve the Professional Service Agreement With The Firm Of Willdan Engineering To Provide the Construction Management for Seven (7) Traffic Signal Modifications And Traffic Signal Timing At Various Locations and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
3. Adopt A Resolution To Approve The Proposal With The Engineering Firm Of Quad Knopf To Provide Environmental, Design Engineering, And Construction Management For a Congestion Mitigation and Air Quality Program (CMAQ) Project Graaf Avenue from North Sierra View Avenue to North Norma Street And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review Speer
4. Adopt A Resolution Allocating \$70,000.00 Of Tab Funds from the West Ridgecrest Boulevard Project For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Southern California Edison Utility Relocation Agreement Speer
5. Adopt A Resolution Of The Ridgecrest City Council Authorizing The Destruction Of Certain Accounting Records McQuiston
6. Adopt A Resolution Of The Ridgecrest City Council Adopting And Reaffirming The City's Annual Statement Of Investments And Delegating The Authority To Make Such Investments To The City Treasurer McQuiston
7. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority For Meeting Dated September 17, 2014 Ford

Items Pulled From Consent Calendar

- Item Nos. 1, 2, 3, and 4

Motion To Approve Item Nos. 5, 6, and 7 Of Consent Calendar Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Sanders And Morgan); 0 Noes; 0 Abstain; And 2 Absent (Council Members Holloway And Acton)

Item No. 1 Discussion

Dave Matthews

- Asked about the Scope of Work
 - Loren Culp – Confirmed this item is for enhanced light balls from 8 inch to 12 inch, new pedestrian push buttons; and review of all timing segments within an intersection

Item No. 2 Discussion

Christina Witt

- Concerned about the pressure points at intersections with motorcycles
 - Loren Culp – Confirmed City is addressing the issue with better triggering mechanisms

Item No. 3 Discussion

Dave Matthews

- Didn't think there was any dirt left on Graaf Street
 - Loren Culp – Confirmed the location is in front of apartments on North Graaf which residents are currently using as parking space and forcing traffic to merge into one lane.

Item No. 4 Discussion

Jim Sanders

- Inquired if this was a new allocation or previously allocated
 - Loren Culp – Confirmed it has already been allocated.
 - Dennis Speer – Stated the funding amount exceeds City Manager authority therefore requires Council approval.

Motion To Approve Item Nos. 1, 2, 3, and 4 Of Consent Calendar Made By Council Member Sanders, Second By Council Member Morgan. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Sanders And Morgan); 0 Noes; 0 Abstain; And 2 Absent (Council Members Holloway And Acton)

DISCUSSION AND OTHER ACTION ITEMS

8. Approve By Minute Motion A Project Proposal From Justin O'Neill For The Ridgecrest Communications Platform Clark

Justin O'Neill

- Presented staff report
- Provided spreadsheet of activities and timelines.
- Presented budget calculated at fair market value.

Steve Morgan

- Thanked Justin for being open with the document
- Confirmed that tasks and fair market value is not a group of people, just Justin
- Depending on our IT capability to assist may lower the costs.
- Concept behind increasing technological advancement for government is a no-brainer, getting someone to do it is a big deal.
- Believes this is a very good, but open ended product and could change as we move into the process and identify resources and volunteerism.
- Appreciates the effort and great project to start with
- If successful in gathering public information then will greatly help the City.

Jim Sanders

- Appreciate the project and thanked Steve for identifying this as an open ended project.
- Like the ideas, including the City hall progress bar.
- Not sure this can be done for Economic Development but very good for public works progress.
- Asked if we need to discuss staff time overlap
 - Dennis Speer – Stated that staff have their own assignments and could not give this first priority. Did send proposal to management team and gathering input.

Justin O'Neill

- Willing to come back to Council with regular updates as the plan changes.

Dennis Speer

- Stated the basic rule of thumb is staff does not do consultants work.

Jim Sanders

- Current proposal utilizes City website
 - Justin O'Neill – for the beginning until a new website can be developed
- Regarding social media, requested example of how this will work.
 - Justin O'Neill – need to talk with legal about issues that may arise but could gather public comments about items not on the agenda. May not be able to bring every comment to Council but they will exist online and anyone can access and view the comments. Suggest selecting a sampling of comments to be read at Council.
- For public benefit, Brown Act is a minimum standard for transparency and this is allowing more transparency to the public that we currently are not accessing.
- Appreciate the idea of trying to gain public insight but not a fan of surveys. Boils down to the purpose of the survey and how we are going to use it. Do not like the idea of public servants using a survey to make policy. We are a democracy and should make wise decisions and not just popular decisions.
 - Justin O'Neill – difficult decisions can often be unpopular. Looking at the survey's as a data collection mechanism. A good decision is a knowledgeable decision rather than a popular decision. Looking to use the data such as how many people will show up if we do a street fair.

Dan Clark

- Appreciate the spreadsheet and support all areas brought before the Council
- Concerned about Facebook because of the keyboard warriors who can say anything negative about a person and don't have the guts to say it face to face. Looking for filters. No audio.
- Facebook has good aspects but also has a lot of negatives.
 - Justin O'Neill – did send question to Keith about violations. Will need divisions. There is a lot of negativity but the Council has to engage constituents even if difficult. Message is being steered by individuals who are not elected officials. Have talked with other communities and reviewed how they handle these issues. Commented on a post for old timer's reunion on their events page. Rumors and opinions circulating without being addressed begin to grow.
- Concerned about filtering people who are not hard on issues but hard on people. Nobody likes a bully and wants to eliminate this concern. Want credible questions rather than demeaning and attacking people.
 - Justin O'Neill – Can set up a set of rules about the language which can be used as far as rules of civility. Posts can be eliminated if content does not adhere to the rules and the poster would receive a letter and opportunity to revamp their question or comment.

Public Comment for Item No. 8

Christina Witt

- Asked about size of current staff and website server
- Already have a website established which was done in-house.
- IT is a never ending cycle and to reduce cost there is a young talent pool coming up. Lack of experience makes it hard to get into the field and suggested getting the IT students at high school to assist. Gives them experience and gives the City additional staffing assistance.
- Facebook and twitter has a filter for attacks on personal character.
- Comments get busy so may need more people to catch them all.
 - Dan Clark – primary use for this media is for public input on City business. Concerned about the length of some Council meetings and public who ask questions online need to have those questions answered.
- Spoke on costs for this type of plan and asked if Justin would be the only person working on this.
 - Justin O'Neill – will be some overlap with staff but need permission before utilizing staff. Commented on other projects that this funding could help get started so hoping to give the hours away as much as possible to preserve funds for the other projects. Need to sit down with IT to determine what they are able to do. Further discussions are needed.
- Works with cybersecurity. Is everything secure in developing this website?
 - Justin O'Neill – plan on consulting with IT as much as possible to identify security needs.
- Spoke on option of paying advertising costs to have Ridgecrest pop up when googling or searching.
 - Justin O'Neill – believe this is already done by IT. Want to work with them to move forward.
- If elected, can I volunteer services on this project?
 - Keith Lemieux – unpaid without contract, probably ok but if it comes up want to take a look at it.
- Will definitely volunteer.
 - Justin O'Neill – want to involve as many people in the community as possible. Specifically younger people.

Dave Matthews

- Regards social media as the electronic adaptation of the backyard over the fence grapevine. Seems like there have been too many instances where people really got into or made trouble. Would not like to see public dollars go into something like that. If we can be assured these types of things won't happen then can see the benefits.

Dave Matthews *(continued)*

- Personally use the internet and order items online but don't like it because I like to go to the store and physically see what I am buying. Do like getting information from the internet so if these concepts being proposed are an extension of the internet to personal communication devices then would consider some use of it.
- Concern on surveys is we are not a democracy we are a republic because if you get to a democracy, they can easily degrade into anarchy.
- As long as the concerns are kept in check then say go forward.
- Like the progress bars on the website.
- Want it secure and to serve the purpose.
- When applying for a grant that comes thru the government then still spending tax dollars. Suggested going for private grants first.

Tom Wiknich

- Responded to Jim Sanders comment about survey's and as an elected official you are constantly surveying the people.
- Internet and designing requires artistic quality. Asked who will monitor and approve the design.
 - Steve Morgan – process is approved thru IT, City Manager, and Council.
- Commented on SEM (Social Engineering Manager) as a new employee classification. Suggested as City grows, someone may have to manage this as a regular job.
 - Justin O'Neill – that has been included in the proposal as a monthly cost.

Mike Neel

- Asked about the Community Economic Development Manager in this proposal
 - Justin O'Neill – used for fair market value based on the task of interacting with the community such as museum.
- Regarding integration with other groups such as Chamber Of Commerce.
 - Justin O'Neill – that is the goal to integrate with everyone possible. A fantastic website equates to more business and visitors coming to the community. Use the tools to show everything happening in our area.
- Citizens protest because they are a group of business owners and my tax dollars should not be used to get them more business. They need to do their own website.
 - Justin O'Neill – more outside tax money coming in. Goal is to increase tourism budget. Minimal amount of work.

Mike Neel *(continued)*

- Grant Program Manager costs reviewed. Initial cost is getting some form of grant then the monthly cost is the same every month, giving you more money so you can get more money. Grant opportunity that is going to give you more money should be your own cost.
 - Steve Morgan – City is looking at increasing the amount of funds we would have to supplement a program we wish to continue. Money will not go into Justin's pocket but into City budget to be allocated for further expansion to this program.
- Commented on getting paid to obtain the grant. Against government grants which are our tax dollars. Becomes a monthly payment to get more money so he can get more money. Asked Council to look at this.
- Online survey, does it take 10 hours per month to take care of this?
 - Justin O'Neill – hopes not, allotted time based on initial month. Went thru each task and tried to determine what this would take. Design is a particular type of work at the beginning. This is not a tool for Council to use to justify what they want but to be used by the public to address their concerns.
- Regarding social media concerns about people dumping on Council. Suggest thickening your skin because this comes with the job. Take it as it comes. We have all been bullied and you can get stronger by it.

Peggy Breeden

- When you include Chamber Of Commerce or Maturango Museum where money is spent here, it benefits the community. Applaud this idea
- If things come up in Facebook, gave example, it doesn't leave Facebook. Don't like seeing this kind of thing.
 - Justin O'Neill – can go thru and delete comments on your own webpage.

Public Comment closed at 8:34 p.m.

Minute Motion To Approve A Communication Platform Project Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Morgan And Sanders); 0 Noes; 0 Abstain; And 2 Absent (Council Members Holloway And Acton)

9. Approve By Minute Motion, A Project Proposal From Justin O'Neill For The West Ridgecrest Boulevard Ribbon Cutting Ceremony Clark

Dan Clark

- Reviewed the construction project for West Ridgecrest Blvd. and idea of having a ribbon cutting ceremony suggested by Mr. Culp and that Justin O'Neill put the event together.

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Justin O'Neill

- Presented staff report
- Marketing plan to get community members to come down and see the open street and the shops in the area.
- Outlined event ideas such as food carts, sweet Adeline's; music, etc.
- One staff time project is a story board or presentation of the project from start to finish.
- Date selected is tentative set at October 31. Have a conference during that time and won't be present unless date is changed. Planning will be completed but will need to have volunteers to coordinate event.

Jim Sanders

- Clarified this is the same project previously suggested

Steve Morgan

- October 31 is a brilliant day, celebration of new street. Suggested Halloween downtown street fair with businesses providing candy and costume contest for children. A lot of people may bring their children to a safe environment sponsored by the City.
- Commented on past Halloween carnivals held by the City. Can guarantee a \$500 donation from Lions club and possibly other non-profits. Great way to get people downtown. Looking at daytime. October 31 is a Friday, suggested early afternoon.
 - Justin O'Neill – this could be 3:00 p.m.-5:00 p.m. and would not conflict with local church functions.

Public Comment

Dave Matthews

- Wanted to remind Council the USO building has their haunted house that evening.

Clarissa Cash

- Think the ribbon cutting is perfect opportunity to get content for social media. Positive for the City and positive for the public to see, short video (6 second) such as Vine.
- Just took a picture of the Council meeting and have already received several likes and comments.
- More people need to see what is going on and there is already interest.

Public Comment closed at 8:49 p.m.

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Jim Sanders

- Asked about some construction elements that would still need to be completed
 - Loren – some items such as light posts will still need to be done.

Minute Motion To Approve A Communication Platform Project Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Morgan And Sanders); 0 Noes; 0 Abstain; And 2 Absent (Council Members Holloway And Acton)

COMMITTEE REPORTS

Activate Community Talents And Interventions For Optimal Neighborhoods Task Force (ACTION)

Members: Jim Sanders, Dan Clark

Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center

Next Meeting: To Be Announced

- No report

Veterans Advisory Committee

Members: Dan Clark

Meetings: 1st and 3rd Tuesday of the Month At 6:00 p.m., Kerr McGee Center

Next Meeting: To Be Announced

Dan Clark

- Veterans Stand Down had 250 veterans attend. Was a huge success.
- Hats off to everyone who worked on the Stand Down.

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway

Meetings: 1st Wednesday Of The Month, 8:00 A.M.

Next Meeting: To Be Announced

- No Report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- None

CITY MANAGER REPORT

Dennis Speer

- Hard closure of West Ridgcrest bled should be opened by October 15

MAYOR AND COUNCIL COMMENTS

Steve Morgan

- Did not know the viewfinders races were happening this weekend. If you are in town you can go.
- October 11, destruction derby is at the old motorcycle track.
- Trona Gem-O-Rama is coming. Huge gem and mineral event
- Fair is coming up October 16-19. Most candidates will have a booth and public will have the opportunity to speak to them.
- Candidate events are being held, check with the paper for schedules.
- Encouraged public to involve themselves in community events and upcoming election.

Jim Sanders

- Looking forward to the social media comments at the meeting
- When first elected, tried to find ways to engage the public and have enjoyed the last few months having discussions with members of the community without taking time away from my family. Very beneficial and excited to see it take an institutional hold.
- Discussions have been helpful to hear people's opinions. Huge value in the process of the discussion. Hearing a person's opinion isn't enough; need to have a discussion with them.
- Beginning to see the petroglyph art on buildings and they look awesome.

Dan Clark

- Doug Lueck and Mike Thomas went to the Board of Realtors meeting who became very excited about what is happening. Very positive response.
- Put together radio campaign with Howard Laire to be aired up and down the 395 corridor.
- Candidates attending Council meetings are serious about serving this community. Peggy Breeden, Randy Jenkins, Mike Mower, Tom Wiknich, thank you for attending.
- Read article entitled Silver Tsunami about baby boomers celebrating 65th birthdays and retiring at a rate of ¼ million per month, which may cripple the workforce. Article encouraged mentorship and getting young people involved in government. Encouraged community to look at seniors in terms of economic development. Asked if we had senior housing, medical, walkable community, etc. If we don't address senior issues then missing the boat and expendable income will leave the community.

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Dan Clark (*continued*)

- Thanked everyone for attending.

ADJOURNMENT at 9:02p.m.

Rachel J. Ford, CMC
City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Department Update Presentation to Council by the Finance Department

PRESENTED BY:

V. Rachelle McQuiston – Director of Finance

SUMMARY:

Finance department will present an update to Council of activities within the department including FY 2013-2014 End of Year Closing report and FY2014-2015 budget projections.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Receive for File

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel Ford
(Rev. 02/13/12)

Action Date: October 15, 2014

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