



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

AGENDA

Wednesday

Regular

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

April 6, 2016

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

(760) 499-5000

**Peggy Breeden, Mayor
James Sanders, Mayor Pro Tempore
Lori Acton, Vice Mayor
Eddie B. Thomas, Council Member
Mike Mower, Council Member**

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CITY OF RIDGECREST
Telephone 760 499-5000
FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

**NOTICE AND CALL OF SPECIAL CLOSED SESSION MEETING OF THE
RIDGECREST CITY COUNCIL / SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AGENCY**

**TO THE MEMBERS OF THE RIDGECREST CITY COUNCIL / SUCCESSOR REDEVELOPMENT
AGENCY/FINANCING AUTHORITY / HOUSING AGENCY AND CITY CLERK:**

PUBLIC NOTICE that a **SPECIAL CLOSED SESSION MEETING** of the Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Agency is hereby called to be held on **Wednesday, April 6, 2016, at 5:00 p.m.**, in the **Council Chambers Conference Room**, 100 W. California Avenue, Ridgecrest, California.

Said **SPECIAL CLOSED SESSION MEETING** shall be for the purpose of:

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer

GC54957.6 Labor Negotiations – UFCW Golden State No. 8 – Agency Negotiator City Manager Dennis Speer

Dated: March 31, 2016

Peggy Breeden, Mayor / Chair

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Dated: March 31, 2016

Rachel J. Ford, CMC, City Clerk

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LAST ORDINANCE NO. 16-01
LAST RESOLUTION CITY COUNCIL NO. 16-27

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday April 6, 2016

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 5:00 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

5. Adopt A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of Quad Knopf, Inc. In The Amount Of \$32,414.00 To Prepare Applications For The Congestion Mitigation Air Quality Program (CMAQ), The Active Transportation Program (ATP), And The Regional Surface Transportation Program (RSTP) For The City Of Ridgecrest And Authorize The City Manager, Dennis Speer, To Execute The Agreement
Speer
6. Adopt A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of David Evans & Associates In The Amount Of \$15,000 To Prepare An Application For The Highway Safety Improvement Program (HSIP) For The City Of Ridgecrest And Authorize The City Manager, Dennis Speer, To Execute The Agreement
Speer
7. Adopt A Resolution To Approve A Professional Services Agreement With David Evans And Associates For Traffic Engineering Services In The Amount Of Eleven Thousand Nine Hundred Dollars, (\$11,900), And Authorize The City Manager, Dennis Speer, To Execute The Professional Services Agreement
Speer
8. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Number One In The Amount Of Thirteen Thousand Six Hundred Twenty-Four Dollars And Ninety-One Cents (\$13,624.91) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorizing The City Manager, Dennis Speer, To Sign Change Order One
Speer
9. Adopt A Resolution Approving Contract Change Order Number Two In The Amount Of Thirty-Four Thousand Nine Hundred Seventy-Three Dollars And Twenty-Six Cents (\$34,973.26) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Number Two
Speer
10. Adopt A Resolution Of The Ridgecrest City Council Approving A Community Development Activity Agreement (CD# 17.13.1) With The County Of Kern For The Community Development Block Grant (CDBG) Funding For The Senior Center Improvements (Design Only), And Accepting The Terms Of The Receipt Of The Advanced 2016-2017 CDBG Funds Along With The Original CDBG Funds And The Authorizing The City Manager, Dennis Speer To Sign The Agreement
Patin
11. Adopt A Resolution Of The Ridgecrest City Council Approving Adjustments To The Parks & Recreation Department Youth Programs And Facility Rental Fees
Patin

12. Approve A Resolution Authorizing A Contract With York Risk Services Group, Inc. For Workers Compensation Third Party Administration In The Amount Of \$42,500 And Authorizing The City Manager To Sign The Contract Ford
13. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated March 16, 2016 Ford

DISCUSSION AND OTHER ACTION ITEMS

14. Nomination And Appointment To The City Of Ridgecrest Personnel Commission Ford
15. Nomination And Appointment To The Measure 'L' Citizens Advisory Committee Ford
16. Discussion Of A Code Of Ethics And Conduct For Elected And Appointed Officials Speer
17. Discussion Of The Ridgecrest City Council In Regards To The Water Use Of The Fountain Located At The City Hall/Kerr McGee Community Center Complex Patin

COMMITTEE REPORTS

(Committee Meeting dates are subject to change and will be announced on the City website)

City Organization and Services Committee

Members: Lori Acton; Mike Mower
Meeting: 4th Wednesday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 4th Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

❖ Ad Hoc Water Conservation Committee

Members: Jim Sanders; Peggy Breeden
Meeting: 1st Monday each month at 5:00 p.m. as needed
Location: Conference Room B

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

❖ **Ad Hoc Youth Advisory Council**

Members: Eddie Thomas
Meeting: 2nd Wednesday of each month, 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

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

Members: Eddie Thomas; Lori Acton
Meeting: Biannually 3rd Tuesday of the month at 4:00 p.m. as needed
Location: Kerr McGee Center Meeting Rooms
Next Meeting: September 20, 2016

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Lori Acton and Eddie Thomas
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

Jazz Appreciation Month – April 2016

WHEREAS, Jazz is an original American art form that affirms the noblest aspirations of our national character, individual discipline perseverance, and innovation; and,

WHEREAS, Jazz has produced some of America's leading creative artists and ranks as one of America's greatest exports to the world; and,

WHEREAS, Jazz has inspired dancers, artists, photographers, choreographers, poets, novelists, filmmakers, classical composers, and diverse musicians; and,

WHEREAS, Arts education and an appreciation for the contributions of all American art forms is fundamental to the people of the City of Ridgecrest; and,

WHEREAS, America's Jazz heritage deserves to be appreciated as broadly as possible and should be part of the education of both America's children and America's adults; and,

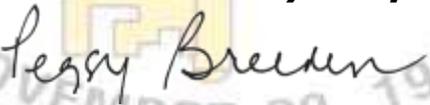
WHEREAS, Jazz has spoken eloquently of freedom for people in the United States and abroad, and has become an international language that bridges differences and brings people of all races, ethnicity, nationality, heritage, culture, ages, and backgrounds together; and,

WHEREAS, We honor and recognize the outstanding contributions of all jazz artists, educators, and enthusiasts in the City of Ridgecrest.

Now, therefore, be it proclaimed

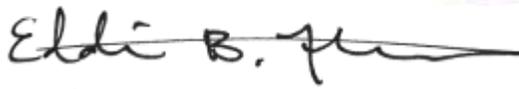
The Mayor and City Council of the City of Ridgecrest do hereby proclaim April 2016, as "**Jazz Appreciation Month**" in the City of Ridgecrest.

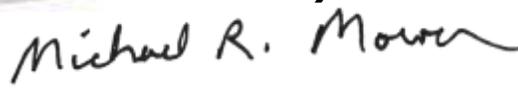
Proclaimed this 6th Day of April 2016


Peggy Breeden, Mayor


**James Sanders
Mayor Pro Tem**


**Lori Acton
Vice Mayor**


**Eddie B. Thomas
Council Member**


**Mike Mower
Council Member**

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INTERNATIONAL COMMUNITY DAY

A Diversity Celebration

Our Aim

With a request from City Mayor, Peggy Breeden, a group (International Community Diversity) of folks started a planning process for bringing together a host of diversified people, exhibits, activities and cultures for September 16, 2016.

Some goals we are exploring as a “Working Group” include:

*A forum for interrelated dimensions of human identity; such as *race, gender, identity and expression, socio-economic status, nationality, citizenship, religion, cultural awareness, sexual orientation, ability and age.*

*A better understanding of the value of diversity and how it overlaps multiple identities, relationships, intellectual, emotional, economic, moral, spiritual, artistic, cultural and participatory fabric of the community in a non-threatening way.

*Continue to keep the public aware of a myriad of influences, sites and activities with some emphasis on perhaps, holistic approaches explored throughout the Indian Wells Valley.

*Continue to explore ways and means for bridging perceived generational gaps between people, places, things and their experiences, opinions, habits, behavior and approach to a technical shrinking world.

*Upcoming Monthly Events (A Flex Monthly Schedule Until Confirmed)

**April

***Jazz Appreciation Month-15th, Sage Hall, 5-8pm (confirmed)

***Spring Fashion Show-29th, Clarion Inn, (confirmed)

**July

***Volunteer Day (TBD) Village Retreat

How can YOU as a volunteer help?????

****Marketing/Blog-Fund Raising

****Advertising-Sponsorships

****PR

****Hands on labor-Themed Booths, Stage Hands

****You suggest-we listen

Info @ www.internationalcommunitydate.com

Bob Peoples, Yolanda Alexander, Milo David, Mary Peoples, Lupe Jennings,

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CITY COUNCIL/ SUCCESSOR REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Public Works Department Report

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:

Staff will present an overview of the Public Works Department including its organization, functions, activities, programs, and project status updates.

This is an informational item only.

FISCAL IMPACT: None

Reviewed by: Finance Director

ACTION REQUESTED: None

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 2-14-07)

Action Date: April 6, 2016

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

SUBJECT:

Presentation Of Tax Allocation Bond (TAB) fund

PRESENTED BY:

Gary Parsons

SUMMARY:

An informal presentation of the City's Tax Allocation Bond (TAB) fund.

At the time of posting of the agenda, supporting documents were in process and will be released as supplemental attachments once complete.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

None

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Review and Comment

Submitted by: Gary Parsons

Action Date: 4-6-16

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

SUBJECT: A Resolution Of The City Council Of The City Of Ridgecrest Authorizing The Application for Federal Funding In The Amount of Eighty-Seven Thousand Eight Hundred Sixty-Nine Dollars (\$87,869.00) Under The Federal Transit Act (FTA) Section 5311 (49 U.S.C. Section 5311) With The California Department Of Transportation And Authorizing The City Manager, Dennis Speer, To Sign And File The Application; Execute And File All Certifications Of Assurances, Contracts Or Agreements; and authorize the Transit Services Coordinator to provide additional information in connection with the application for the Section 5311 projects and to submit and approve requests for reimbursement of funds from the Department for the Section 5311 project(s).

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Federal Transit Administration (FTA) Section 5311 is a program that is formula based and provides funding to states for the purpose of supporting public transportation in rural areas. Rural areas encompass all populations, not included within an urbanized area of 50,000 or more population.

The funding being allocated this year is Eighty-Seven Thousand Eight Hundred Sixty-Nine Dollars (\$87,869.00).

The Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital and operating assistance projects for public transportation systems under Section 5311 of the FTA. The California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity buses. These grants aid in sustaining the purchase and maintenance of our public transportation fleet as well as covering overhead operational costs for staffing.

The City of Ridgecrest's *ridgerunner* Transit has used these funds for operational activities and will continue to use the money for the same purpose.

This year FTA is requesting that the City Manager name a designee to provide additional information in connection with the application of the 5311 projects and that the designee also be authorized to submit and approve requests for reimbursements of funds. This designee needs to be named by title only and will be the Transit Services Coordinator.

FISCAL IMPACT:

\$87,869.00

Reviewed by Finance Director

ACTION REQUESTED: Adopt A Resolution Of The City Council Of The City Of Ridgecrest Authorizing The Application for Federal Funding In The Amount of Eighty-Seven Thousand Eight Hundred Sixty-Nine Dollar (\$87,869.00) Under The Federal Transit Act (FTA) Section 5311 (49 U.S.C. Section 5311) With The California Department Of Transportation And Authorizing The City Manager, Dennis Speer, To Sign And File The Application; Execute And File All Certifications Of Assurances, Contracts Or Agreements; and authorize the Transit Services Coordinator to provide additional information in connection with the application for the Section 5311 projects and to submit and approve requests for reimbursement of funds from the Department for the Section 5311 project(s).

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: April 6, 2016

RESOLUTION NO. 16-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AUTHORIZING THE APPLICATION FOR FEDERAL FUNDING UNDER THE FEDERAL TRANSIT ACT (FTA) SECTION 5311 (49 U.S.C. SECTION 5311) WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, The City of Ridgecrest desires to apply for said financial assistance to permit operation of services and purchases of capital equipment in Kern County; and

WHEREAS, The City of Ridgecrest has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Ridgecrest does hereby Authorize the City Manager to file and execute applications on behalf of the City with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended.

1. That the City Manager is authorized to execute and file all certifications of assurances, contracts or agreements or any other document required by the Department.
2. That the Transit Services Coordinator is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.
3. That the Transit Services Coordinator is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

APPROVED AND ADOPTED by the City Council of the City of Ridgecrest of Kern County, State of California, at a regular meeting of said Board Meeting held on April 6, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST

Ricca Charlon, CMC
Deputy City Clerk



**Project Descriptions
State of California
FTA Section 5311
2016 Application**

Applicant: City of Ridgecrest

Please find the sections of this form listed below along with their instructions.

General Project Description - All applicants **must** complete this section **once**.

Please select Project Types below for which your agency is applying and complete the relevant section/s of this form.

1. **Operating Assistance Request Details** – Applicants who are requesting Operating Assistance funds must complete Section 1.
2. **Capital Vehicle/Equipment Request Details** – Applicants who are requesting Capital Assistance funds to purchase vehicles and/or equipment must complete Section 2.
3. **Capital Construction/Real Estate Request Details** – Applicants who are requesting Capital Construction and/or Real Estate funds must complete Section 3.
4. **Planning Assistance Request Details** – Applicants who are requesting Planning Assistance funds must complete Section 4.

General Project Description

State of California

FTA Section 5311

Answer the following questions regarding the project descriptions:

1. Indicate the type(s) of public transportation service for the proposed project/s funded by FTA Section 5311. (Check all that apply.)

Fixed Route - Vehicles will travel on specific roads and stop at pre-designated locations according to a schedule.

Demand Response - Vehicles will pick people up when they need a ride (Must be open to the general public).

Deviated Fixed Route - Vehicles will travel from point A to point B but go out of the way to pick up or drop off passengers if necessary (Deviations must be open to the general public).

Blended Paratransit - Complementary Paratransit Provided on the Same Vehicle as the Fixed Route Service.

ADA Paratransit Service

Job Access and Reverse Commute Project (JARC) – JARC projects must be designed to provide transportation for welfare recipients and eligible low-income individuals.

Commuter Service - Fixed route bus service characterized by service predominantly in one direction during peak periods, and with limited stops and routes of extended length, usually between the central business district and outlying suburbs.

University Service - An institution of higher education has a formal arrangement with the transit operator to provide university transportation service.

Charter Service

List all cities and counties served by your project/s:

Ridgecrest, Inyokern, Randsburg and Johannesburg. Coordination and service connections with Los Angeles, Inyo and Mono County Agencies.

2. Please fill out the following:

At a minimum, transportation service shall be provided between:

7 AM to 5 PM from Monday to Friday

3. For the FY you are applying for, did your agency receive any other FTA funds that would be utilized on this project/s? (Check all that apply and provide standard agreement #s and dollar amount.) For 5307, the term “receive” means funds have been

obligated and your agency received an executed standard agreement from Caltrans.

No

Yes (which program(s) were utilized)

5307 (Urbanized Area Formula Program)

\$

5310 (Elderly and Disabled Specialized Transit Program)

Standard Agreement# \$

5316 (Job Access and Reverse Commute Program)

Standard Agreement# \$

5317 (New Freedom Program)

Standard Agreement# \$

Other FTA funds

Specify: \$

4. Which one of the following describes the project/s for which you are applying:

Add new service

Expand existing service to additional areas

Maintain service at current level

5. How is your project/s service marketed? (Check all that apply.)

Agency Website Newspaper Radio Flyers

Public Hearing Television Other (Please specify): [Movie theater](#)

6. Is your agency utilizing indirect costs for this project/s?

Yes

No

If yes, your agency must have a PDF copy of its Indirect Cost Allocation Plan (ICAP) along with the Caltrans Audits and Instigation approval letter stored in the agency profile on the BlackCat Grant Management System.

1. Operating Assistance Request Details (Complete only if applying for Operating Assistance)

1. Please describe the **Operating** service: The City of Ridgecrest's Ridgerunner Transit provides a Deviated Flex route service to the residents of Ridgecrest. The City is currently contracted by Kern County to provide a Dial A Ride service to the residents in the county areas surrounding Ridgecrest. In addition, the City of Ridgecrest Transit system coordinates service connections with Los Angeles, Inyo and Mono County Agencies.

2. What is the **Operating Period** for this project?

7/1/2015 to 6/30/2016

3. Is your current third party contract on file with Caltrans?

Yes

If yes, what is the operating period of this contract?

[Click here to enter a date.](#) to [Click here to enter a date.](#)

Is there any option to extend beyond the base years?

Yes – What are the final option years?

Not Applicable

4. If your agency does not have an existing 3rd Party contract for this service, will your agency seek a contract with a third party operator?

Yes (Attach the PDF copy of the bid related documents/vendor selection process. If these documents are not available, please provide an estimate of when they would be available).

Estimated Date when documents will be available: [Click here to enter a date.](#)

No (Agency will directly operate Service)

2. Capital Vehicle/Equipment Request Details (Complete only if purchasing vehicles and/or equipment)

1. The proposed capital purchase is for:

Vehicle(s) (**Must** attach PDF copy of two quotes with pricing on base vehicle and all options; Quotes **Must** be reviewed and approved by Caltrans DRMT Procurement prior to issuance of Purchase Order.)

Non- ITS Equipment (Attach PDF copy of three (3) estimates of like-kind equipment with this application.)

Information Technology (IT)/Intelligent Transportation Systems (ITS) Equipment (i.e. Hardware, Software, Fareboxes, GPS, AVL, Smart Cards, Security Cameras, and Vehicle Maintenance System. (Fill out ITS Compliance Form section of this application for Caltrans review and approval).

Mobility Management

Capital Cost of Contracting (Please answer Question 10)

2. Indicate the type of the proposed vehicle purchase:

Vehicle Replacement

Service Expansion

3. List the current vehicle(s) that will be **replaced** (if applicable):

Type (Bus, Van, Trolley, etc.)	Class (Type)	Fuel Type	Length	Passenger Capacity	Full VIN #	Age	Mileage

4. List the **vehicle(s)** your agency proposes to **purchase***:

Quantity	Type (Bus, Van, Trolley, etc.)	Class (Type)	Fuel Type	Length	Passenger Capacity	Unit Cost	Total Cost

*Manufactured vehicles shall not exceed the Original Equipment Manufacturers Gross Vehicle Weight Rating.

5. List the **equipment** your agency proposes to **purchase**:

Quantity	Description of the equipment (Fareboxes, AVL, GPS, etc.)	Unit Cost	Total Cost

6. What is the need for this vehicle(s)/equipment? How did you select the project?
- Describe what service improvements would be addressed by acquiring the equipment and/or vehicles?
 - If your agency is requesting vehicle(s) replacement, explain why the vehicle(s) replacement is needed.
 - If the request for vehicle(s)/equipment is for service expansion, how was the need for the expansion determined?
 - If funding for this project is approved, how will the surrounding community benefit?
7. Do you intend to lease this 5311 funded vehicle(s)/equipment?
- Yes No
8. What is your proposed method of procurement? (*Procurement review and approval by Caltrans DRMT Procurement staff must occur prior to issuance of Purchase Order for all types of purchase.*)
- Local Procurement (Attach PDF copy of RFP/IFB/RFQ and Bid Package to this application)
- Three-like kind bids/quotes (For Purchases under \$100,000) (Attach PDF copy of three-like kind bids/quotes to this application)
- Non-Local Procurement/Piggyback (Attach PDF copy of assignability letter and Piggyback Worksheet* to this application)
- Sole Source (Attach PDF copy of Sole Source Justification* to this application)
- Other (Specify):

9. Complete the proposed procurement schedule:

Procurement Schedule	Date
Bid Package to Caltrans	Click here to enter a date.
Issue Purchase Order to Vendor	Click here to enter a date.
Delivery/Installation	Click here to enter a date.
Place Into Service	Click here to enter a date.

10. If you are requesting reimbursement for Capital Cost of Contracting, please indicate the type of contract below (Contract must have been reviewed and approved by DRMT Procurement Staff).

- Service Contract (contractor provides maintenance and transit service; subrecipient provides vehicles)
- Service Contract (contractor provides transit service only; subrecipient provides vehicles and maintenance)
- Vehicle Maintenance Contract (contractor provides maintenance; subrecipient provides vehicles and transit service)
- Vehicle Lease Contract (contractor provides vehicles; subrecipient provides maintenance and transit service)*
- Maintenance/Lease Contract (contractor provides vehicles and maintenance; subrecipient provides transit service)*
- Turnkey Contract (contractor provides vehicles, maintenance, and transit service)*
- Vehicle/Service Contract (contractor provides vehicles and transit service; subrecipient provides maintenance)*

*Please note that the types of contracts are based on the assumption that contractor provides the assets.

3. Capital Construction/Real Estate Request Details (Complete only if Project includes a Capital Construction/Real Estate Request)

1. Indicate the type of Construction/Real Estate Acquisition for the proposed project

- Bicycle Facility
- Construction of a transit related facility
- Acquisition of Real Property (if the appraisal is more than \$500,000, submit the appraisal to Caltrans' DRMT)
- Improvement of a transit related facility
- Expansion of a transit related facility
- Purchase and installation of transit related equipment (i.e. bus shelters, benches, and signage)
- Other (Specify):

Describe your construction/real estate acquisition for the activities in great detail and include project implementation plan:

2. Is the project shovel ready?

- Yes No

3. What is the need for this project and did you select the project?

- a. Describe what service improvements would be addressed by constructing/expanding/improving the facility or acquiring the real property?

b. If funding for this project is approved, how will the surrounding community benefit?

4. Please identify the stakeholders (e.g. Low-income and minority community, Native American Tribal governments, other underrepresented groups, community-based organizations, and businesses) affected by the grant work.
5. Does your agency have the experience, and staffing level to administer and implement the project, and to submit required reports correctly and on time?
- Yes No
6. Does your agency have the resources to bring about successful completion of the project?
- Yes No
7. Do you intent to lease this property/facility for incidental use?
- Yes No
8. What is your proposed method of procurement?
- Local Procurement (Attach RFP/IFB/RFQ and Bid Package to this application)
- Three-like kind bids/quotes (Attach three-like kind bids/quotes to this application)
- Non-Local Procurement/Piggyback (Attach assignability letter and *Piggyback Worksheet to this application)
- Sole Source (Attach *Sole Source Justification to this application)
- Other (Specify):
9. Fill out the proposed project schedule:

Purchase and Installation of Transit Related Equipment	Date
Bid Package to Caltrans	Click here to enter a date.
Issue Purchase Order to Vendor	Click here to enter a date.
Delivery/Installation	Click here to enter a date.
Place Into Service	Click here to enter a date.

Or

Real Estate Acquisition	Date
Appraisal of Real Estate	Click here to enter a date.
Appraisal Review of Real Estate	Click here to enter a date.
Appraisal Concurrence	Click here to enter a date.
Establish Market Value	Click here to enter a date.
Making an Offer	Click here to enter a date.
Uneconomic Remnant (If applicable)	Click here to enter a date.
Filing Condemnation (If applicable)	Click here to enter a date.
Administrative Settlements (If applicable)	Click here to enter a date.
Settlement Concurrence Process (If applicable)	Click here to enter a date.
Relocation Assistance (If applicable)	Click here to enter a date.
Purchase	Click here to enter a date.

Or

Purchase and Installation of Transit Related Equipment	Date
Bid Package to Caltrans	Click here to enter a date.
Issue Purchase Order to Vendor	Click here to enter a date.
Delivery/Installation	Click here to enter a date.
Place Into Service	Click here to enter a date.

10. Is your agency planning on using your own labor force to carry out the proposed project?

Yes No

11. Is the total cost of your project \$100,000 or more, and include your own labor?

Yes (Attach your agency's force account plan to this application. If there is no force account plan in place, your agency **must develop a plan before** the project can be included in the grant application to FTA.)

No

Note: At all times while the PROJECT property is in the possession or control of the subrecipient, the subrecipient shall be the registered owner and STATE shall be the legal owner or lien holder. The subrecipient shall not transfer ownership of the PROJECT property at any time while the standard agreement is in effect. As the lien holder, the STATE may take possession of the PROJECT property, as a result of the subrecipient's non-compliance with contract terms or by mutual agreement between the STATE and the subrecipient. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT property is released by the STATE to the subrecipient or other appropriate party as outlined in Exhibit D, Paragraph 4 of the standard agreement.

6. Is the agency planning contract with a third party entity for the proposed project?
- Yes (Attach the PDF copy of the bid related documents/vendor selection process. If these documents are not available, please provide an estimate of when they would be available).
- No
7. Please identify the stakeholders (e.g. Low-income, minority community, Native American Tribal governments, other underrepresented groups, community-based organizations, and businesses) affected by the grant work.
8. Describe the outreach and engagement methods that will be used to reach and gather input from stakeholders. Per FTA Circular 9040.1F IV, 3; FTA Circular 9050.1 Chapter VIII-2, & Title 49 USC 5323(b), subrecipient must hold public hearing to receive comments from the public on the proposed planning project.

Please check applicable below and upload the documents into the “Public Hearing Documentation” form section of the online BlackCat application.

- Municipal Letter of Resolution of Support
- Electronic Copy of Published Public Hearing Notice
- Affidavit of Public Hearing Notice
- Minutes of Public Hearing, Copies of Exhibits, and Written Statements
9. Please provide the project scope of work and project Implementation plan.



Description of Efforts to Coordinate Services with Social Service Agencies
State of California
DRMT Federal Programs
Application

Applicant: City of Ridgecrest

Please answer the following questions regarding the description of efforts to coordinate services with social service agencies:

1. What human service agencies, employment/training programs, or other transportation providers does your agency coordinate with?
 Cerro Coso Community College, High Desert Woman's Shelter, Senior Nutrition Center and Senior Services for Indian Wells Valley and the Kern Regional Center. We also coordinate services with Eastern Sierra Transit (ESTA) and Kern Transit.

2. In your agency's coordination efforts with social service agencies, check all that apply:

	Current Practice	Would Consider
Drivers attend safety/sensitivity training	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sharing vehicles with other agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Providing information to riders/patrons on other available services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Working with CTSA or other agencies to coordinate trips	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilize pre-paid fare media with other agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate with Medical, CalWorks or Employment Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other:

3. Describe your agency's role in the human service-public transportation coordination planning efforts?
 Transit Coordinator is on the Special Services Committee at local community college to ensure transportation needs are met for their programs.

4. Will this service funded by FTA funds address gaps and/or barriers identified in the regional public transportation coordination plan or maintain the existing

service?

Yes No

5. Has your agency made any efforts to provide information about your agency's service to human service agencies, the Work Force Center, or other activity centers?

Yes No



**Civil Rights
State of California
DRMT Federal Programs
Application**

Applicant: City of Ridgecrest

1. Are or were there any Title VI related lawsuits/complaints filed within the past year? If yes, does the review of lawsuits/complaints denote a pattern of discrimination?

Yes No

Please provide the following information to Caltrans DMT:

- The date the lawsuit/complaint was filed
- The name and address of the complainant
- A summary of the allegation

2. Are complaints documented and listed? Yes No

3. Has a federal (FTA) civil rights compliance review been performed within the past year?

Yes No

If yes, attach PDF copy of the following information:

- The name of the agency or organization conducting the review
- A summary of findings and recommendations
- The status or disposition of the recommendations

****Special requirements for first-time applicants**

If first time applicants have previously received funding from another Federal agency, the applicant must provide information regarding Title VI compliance history. Please provide the following information to Caltrans DMT a summary of compliance review activities conducted in the past three (3) years.

1. The purpose or reason for the review

2. Name of agency that performed the review

3. Summary of findings and recommendations of the review

4. Status and/or disposition of such findings and recommendations.

5. A brief description of any pending applications for Federal funding

6. Did any Federal agency find the applicant to be in noncompliance with any civil rights requirement?

Yes No



**Application Certification
State of California
DRMT Federal Programs
Application**

Applicant: City of Ridgecrest

FTA Program: FTA 5311 Program

Fiscal Year: 2016

I hereby certify that I am the authorized signee for the above listed applicant. I also hereby certify that I have reviewed the organizational information and application forms submitted in the BlackCat system and all statements, information, and representations made are true and correct to the best of my knowledge. I also hereby certify that adequate local share as described in herein will be available to execute this project(s).

Please Enter Name & Title of Authorized Signee Below:

Name: Dennis Speer

Title: City Manager

Sign Here: _____
(Please Sign in Blue Ink)

Date: 4/14/2016

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

SUBJECT:

A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of Quad Knopf, Inc. In The Amount Of \$32,414.00 To Prepare Applications For The Congestion Mitigation Air Quality Program (CMAQ), The Active Transportation Program (ATP), And The Regional Surface Transportation Program (RSTP) For The City of Ridgecrest and Authorize the City Manager, Dennis Speer, to Execute The Agreement.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide Application Preparation for The Congestion Mitigation Air Quality Program (CMAQ), the the Active Transportation Program (ATP), and the Regional Surface Transportation Program (RSTP). This current call for projects by Caltrans creates a unique opportunity to provide funding for various projects within the City of Ridgecrest. These calls for projects are for street improvements, widening projects, and new pavement projects. The projects can also be applied for traffic and intersection issues and pedestrian and bike pathways.

Funds in the amount of \$32,414.00 shall be made available through the Measure L Funds and the expenditure will be taken from the Gas Tax Fund for professional services 002-4340-434-2109 project code ML4ST.

Staff recommends that the City Council approves the Professional Services Agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm Quad Knopf, Inc.

FISCAL IMPACT:

\$32,414.00

Reviewed by Finance Director

ACTION REQUESTED: A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of Quad Knopf, Inc In The Amount Of \$32,414.00 To Prepare Applications For The Congestion Mitigation Air Quality Program (CMAQ), The Active Transportation Program (ATP), And The Regional Surface Transportation Program (RSTP) For The City of Ridgecrest and Authorize the City Manager, Dennis Speer, to Execute The Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: April 6, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE ENGINEERING FIRM OF QUAD KNOPF, INC IN THE AMOUNT OF \$32,414.00 TO PREPARE APPLICATIONS FOR THE CONGESTION MITIGATION AIR QUALITY PROGRAM (CMAQ), THE ACTIVE TRANSPORTATION PROGRAM (ATP), AND REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FOR THE CITY OF RIDGECREST AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide application preparation for the City, and

WHEREAS, the proposed services are on a time and materials basis not to exceed \$32,414.00; and

WHEREAS, the services are for the application preparation for the City of Ridgecrest on The Congestion Mitigation Air Quality Program (CMAQ), The Active Transportation Program (ATP), and the Regional Surface Transportation Program (RSTP); and

WHEREAS, the funds in the amount of Thirty Two Thousand Four Hundred Fourteen Dollars, (\$32,414.00) shall be made available from Measure L Funds; and

WHEREAS, the funds will be expended from the Gas Tax Fund account 002-4340-434-2109 Professional Services project code ML4ST.

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

1. Approves the Agreement with Quad Knopf, Inc in the amount of Thirty Two Thousand Four Hundred Fourteen Dollars, (\$32,414.00) of Measure L Funding for the preparation The Congestion Mitigation Air Quality (CMAQ), The Active Transportation Program (ATP), and The Regional Surface Transportation Program (RSTP).
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 Professional Service Agreement.

APPROVED AND ADOPTED this 6th day of April 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC, Deputy City Clerk

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2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

CONSULTANT AGREEMENT

As of _____, 20____, the **City of Ridgecrest**, hereinafter "City," and Quad Knopf Inc., hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Provide professional services to apply for 2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ), Active Transportation Program (ATP) and Regional Surface Transportation Program (RSTP).

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

(a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.

(b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

(d) Subject only to duly executed Consultant Agreement amendment, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Thirty two thousand four hundred fourteen dollars, (\$32,414.00)**

(e) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of the City.

8. Indemnification.

Consultant shall, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any negligent act or omission to act, by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant,



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

10. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

11. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

13. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ),
Active Transportation Program (ATP) and Regional Surface Transportation
Program (RSTP)

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

14. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

15. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining the grant funds available to the City were used to defray grant costs.

(c) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(d) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(e) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(f) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:



2016 Grant Applications for Congestion Mitigation Air Quality Program (CMAQ), Active Transportation Program (ATP) and Regional Surface Transportation Program (RSTP)

Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054

Jeff Cowart
Quad Knopf, Inc
5080 California Avenue, Suite 220
Bakersfield, CA 93309

(g) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

16. Integration.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

17. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

APPROVED:

By: _____
Dennis Speer, City Manager

By: _____
Jeff Cowart, Branch Manager

APPROVED AS TO FORM
City Attorney

By _____
Attorney

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

SUBJECT: A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of David Evans & Associates In The Amount Of \$15,000 To Prepare an Application For The Highway Safety Improvement Program (HSIP) For The City of Ridgecrest and Authorize the City Manager, Dennis Speer, to Execute The Agreement.

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide Application Preparation for The Highway Safety Improvement Program (HSIP). This current call for projects by Caltrans creates a unique opportunity to provide funding for various projects within the City of Ridgecrest. Call for projects is for street improvements, widening projects, and new pavement projects. The projects can also be applied for traffic and intersection issues and pedestrian and bike pathways.

Funds in the amount of \$15,000 shall be made available through the Measure L Funds and the expenditure will be taken from the Gas Tax Fund for professional services 002-4340-434-2109 project code ML4ST.

Staff recommends that the City Council approves the Professional Services Agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm David Evans & Associates.

FISCAL IMPACT:

\$15,000.00

Reviewed by Finance Director

ACTION REQUESTED: A Resolution To Approve A Professional Services Agreement With The Engineering Firm Of David Evans & Associates In The Amount Of \$15,000 To Prepare An Application For The Highway Safety Improvement Program (HSIP) For The City of Ridgecrest and Authorize the City Manager, Dennis Speer, to Execute The Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: April 6, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE ENGINEERING FIRM OF DAVID EVANS & ASSOCIATES IN THE AMOUNT OF \$15,000 TO PREPARE AN APPLICATION FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FOR THE CITY OF RIDGECREST AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide application preparation for the City, and

WHEREAS, the proposed services are on a time and materials basis not to exceed \$15,000; and

WHEREAS, the services are for the application preparation for the City of Ridgecrest on The Highway Safety Improvement Program (HSIP); and

WHEREAS, the funds in the amount of fifteen thousand dollars, (\$15,000), shall be made available from Measure L Funds; and

WHEREAS, the funds will be expended from the Gas Tax Fund account 002-4340-434-2109 Professional Services project code ML4ST.

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

1. Approves the Agreement with David Evans & Associates in the amount of Fifteen Thousand Dollars (\$15,000) of Measure L Funding for the preparation of The Highway Safety Improvement Program (HSIP) Application;
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 Professional Service Agreement.

APPROVED AND ADOPTED this 6th day of April 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, *CMC*, Deputy City Clerk

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2016 Grant Applications for Highway Safety Improvement Program (HSIP)

CONSULTANT AGREEMENT

As of _____, 20____, the **City of Ridgecrest**, hereinafter "City," and David Evans and Associates, Inc. hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Provide professional services to apply for 2016 Grant Application for the Highway Safety Improvement Program (HSIP).

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

(a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.

(b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

(d) Subject only to duly executed Consultant Agreement amendment, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Fifteen thousand dollars, (\$15,000.00)**.

(e) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555



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4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of the City.

8. Indemnification.

Consultant shall, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any negligent act or omission to act, by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:



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(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the



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Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

10. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

11. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately



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preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

13. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non procurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal



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Highway Administration.

14. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

15. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining the grant funds available to the City were used to defray grant costs.

(c) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(d) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(e) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(f) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054

Robert Kilpatrick, P.E., T.E.
David Evans and Associates
14297 Cajon Avenue, Suite 101
Victorville, CA 92392



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(g) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

16. Integration.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

17. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

APPROVED:

By: _____
Dennis Speer, City Manager

By: _____
Robert Kilpatrick, Project Manager

APPROVED AS TO FORM
City Attorney

By _____
Attorney

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

SUBJECT: A Resolution To Approve A Professional Services Agreement With David Evans And Associates For Traffic Engineering Services In The Amount Of Eleven Thousand Nine Hundred Dollars, (\$11,900), And Authorize The City Manager, Dennis Speer, To Execute The Professional Services Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

Sierra Sands Unified School District submitted a letter dated September 11, 2015 requesting an engineering and traffic survey for the proposed New Murray Middle School pursuant to California Vehicle Code (CVC) Section 21373. Staff responded on October 20, 2015 informing SSUSD the traffic and engineering survey could not be conducted on any proposed school traffic for the New Murray Middle School but on existing traffic characteristics for Burroughs High School.

Staff solicited a proposal for an engineering traffic survey for Burroughs High School from the City's approved qualified consultant. Staff submitted a letter dated November 10, 2015 along with the proposal from David Evans And Associates to Sierra Sands Unified School District. At this time, the Engineering Division requested a confirmation to award the services to David Evans and Associates and a commitment to pay fifty percent (50%) of the cost for engineering traffic survey of Burroughs High School pursuant to California Vehicle Code Section 21373.

Staff received from Sierra Sands Unified School District confirmation and a commitment to pay fifty percent (50%) of the cost for the Burroughs High School engineering traffic survey on February 1, 2016 via an e-mail letter dated December 16, 2015. The City has 90 days to undertake an engineering and traffic survey to determine whether the requested crossing protection meets the warrants established in California Vehicle Code Section 21373.

Funding for this project will be expended from the Engineering Division line item 001-4720-410-2106 project PWENGR in the amount of Five Thousand Nine Hundred and Fifty Dollars (\$5,950). Staff will invoice Sierra Sands Unified School District immediately for their contribution of Five Thousand Nine Hundred and Fifty Dollars (\$5,950).

FISCAL IMPACT: \$5,950.00 City Portion; \$5,950.00 Sierra Sands Unified School District Portion.

Reviewed by Finance Director

ACTION REQUESTED: Adopt A Resolution To Approve A Professional Services Agreement To David Evans And Associates For Traffic Engineering Services In The Amount Of Eleven Thousand Nine Hundred Dollars, (\$11,900), And Authorize The City Manager, Dennis Speer, To Execute The Professional Services Agreement.

CITY MANAGER RECOMMENDATION:

Action as requested:

Submitted by: Loren E. Culp

Action Date: April 6, 2016

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RESOLUTION NO. 16-

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES FOR TRAFFIC ENGINEERING SERVICES IN THE AMOUNT OF ELEVEN THOUSAND NINE HUNDRED DOLLARS, (\$11,900), AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the Sierra Sands Unified School District has requested an engineering and traffic survey of the traffic associated with Burroughs High School; and

WHEREAS, due to the Sierra Sands Unified School District request and pursuant to the California Vehicle Code Section 21372, the City has 90 days to undertake an engineering and traffic survey to determine whether the requested crossing protection meets the warrants established in California Vehicle Code Section 21372; and

WHEREAS, the City has solicited a proposal from the approved qualified engineering consultant David Evans and Associates for a fee of Eleven Thousand Nine Hundred Dollars (\$11,900); and

WHEREAS, the Sierra Sands Unified School District has authorized the engineering and traffic survey and committed to pay the City for fifty percent (50%) of the survey fee; and

WHEREAS, Funding for this project will be expended from the Engineering Division line item 001-4720-410-2106 project PWENGR in the amount of Five Thousand Nine Hundred and Fifty Dollars (\$5,950); and

WHEREAS, Staff will invoice Sierra Sands Unified School District immediately for their fifty percent (50%) contribution of Five Thousand Nine Hundred and Fifty Dollars (\$5,950).

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

1. Authorizes the Approval of a Professional Service Agreement with the Consulting Firm of David Evans and Associates in the amount of Eleven Thousand Nine Hundred Dollars (11,900.00).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the professional services agreement.

APPROVED AND ADOPTED this the 6th day of April, 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC
Deputy City Clerk



CONSULTANT AGREEMENT

As of _____, 20____, the **City of Ridgecrest**, hereinafter "City," and David Evans and Associates (DEA), hereinafter "Consultant," agree as follows:

1. Purpose.

- (a) Provide Traffic Engineering Services for the preparation of a Traffic Analysis of Burroughs High School of Sierra Sands Unified School District
- (b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

- (a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.
- (b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.
- (c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

3. Consideration.

- (a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of Eleven Thousand Nine hundred dollars (\$11,900.00). All work is on a Not to Exceed Time and Materials Basis and the fee represents any mileage and reimbursable expenses.
- (b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Loren Culp
City Engineer/Assistant Public Works Director
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

4. Term.

This Agreement shall commence upon City's written authorization to proceed and



City of Ridgecrest
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shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of the City.

8. Indemnification.

Consultant shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the City's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:



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(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant



City of Ridgecrest
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shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

10. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.



11. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

12. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

13. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its



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subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

14. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

15. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

16. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials,



City of Ridgecrest
TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF A TRAFFIC ANALYSIS

techniques, sequences, and safety at the site.

(c) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(d) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(e) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Dennis Speer
City Manager/Public Works Director
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054

ROBERT KILPATRICK
SENIOR ASSOCIATE
DAVID EVANS AND ASSOCIATES, INC.
14297 CANYON ST, SUITE 101
VICTORVILLE, CA 92392

(f) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

17. Integration.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

18. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.



City of Ridgecrest
TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF A TRAFFIC ANALYSIS

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

By: _____
Dennis Speer, City Manager

APPROVED AS TO FORM
City Attorney

By _____
Attorney

APPROVED
DAVID EVANS AND ASSOCIATES, LLC

By: _____
ROBERT A. KILPATRICK
SENIOR ASSOCIATE



March 22, 2016

Job No. V-150174.1500

Loren Culp
City Engineer
City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555

**Subject: Proposal to Provide Traffic Engineering Services
Burroughs High School Traffic Survey**

Dear Mr. Culp:

David Evans and Associates (DEA) is pleased to present the City of Ridgecrest (City) with our updated proposal to provide traffic engineering services for the preparation of a Traffic Survey for the Burroughs High School.

DEA appreciates this opportunity to be of continued service to the City of Ridgecrest. Upon your approval of this proposal, the Scope of Work and Fee can be used for the formal agreement.

If you have any questions, please do not hesitate to call me directly at 760-524-9115.

Sincerely,

David Evans and Associates, Inc.

A handwritten signature in green ink, appearing to be 'R. Kilpatrick', is written over a horizontal line.

Robert A. Kilpatrick, P.E. /T.E.
Senior Project Manager/Senior Associate



Proposal to Provide Traffic Engineering Services Burroughs High School Traffic Survey

Scope of Work

Task 1 – Project Coordination/Meetings

DEA will undertake the project tasks as outlined in this Scope of Work. DEA is prepared to work closely with the City staff, the Sierra Sands Unified School District (SSUSD), and other affected agencies and utility companies, and property owners, as required during the course of the project.

The project will be initiated with a kickoff meeting to which all involved parties would be invited. The project team will fully review the design guidelines/criteria prior to the meeting. The probable agenda for this meeting includes:

- Introduction of participants and their roles and responsibilities
- Review of the project objectives
- Review of the consultant's scope of work and level of effort
- Input from participants regarding protection of existing facilities, construction requirements, processing time, etc.
- Review of the project schedule
- Collection of the City's furnished guidelines and data

A key success factor in any project is the development of meaningful and productive meetings for their intended purpose. The Project Manager will be responsible for the documentation of all project meetings with the City staff. Meeting notes will be prepared and distributed within five working days to all attendees and others deemed necessary.

Work in this task also includes a meeting with the SSUSD staff, and principal at Burroughs High School, and a field review of the morning and afternoon school peak periods. This is to get an understanding of the school demographics, and to observe the travel patterns at the school.

The agreement based on a maximum of **sixteen (16)** man-hours of meetings with the project team, and field reviews as needed. Additional hours will be invoiced as "Additional Services."

Task 2 – Preliminary Geometric Plan

DEA will prepare a Preliminary Geometric Plan for the potential recommended/proposed traffic control devices on Drummond Avenue and the intersection of Drummond Avenue and French Avenue for the existing Burroughs High School. In addition, the plan will present recommendations for the striping and traffic signal operations at the intersection of Drummond Avenue and French Avenue. The plans will present the recommended striping and school signage in accordance of Part 7 – Traffic Control for School Areas in the CA MUTCD. The work in this task includes the initial preparation of the Preliminary Geometric Plans for City review, and the update to the plans to incorporate City and SSUSD comments.

Task 3 – Traffic Survey

DEA will prepare a Traffic Survey to present the traffic conditions and recommendations for the Burroughs High School. The traffic survey will be prepared as "an engineering and traffic study" in accordance with Sections 21372 and 21373 of the California Vehicle Code, and Part 7 – Traffic Control for School Areas in the CA MUTCD. The traffic survey will address the warrants for any recommended traffic control measures.



Proposal to Provide Traffic Engineering Services Burroughs High School Traffic Survey

The survey will also present any recommendations for improvements to the traffic control devices at the intersection of Drummond Avenue and French Avenue. Included in this task is to conduct a.m. and p.m. peak hour turn movement counts at the intersection of Drummond Avenue and French Avenue during the morning (6 to 9am) and afternoon (2 to 4pm) periods that correspond to the high school bell schedule hours. The traffic counts will be used to analyze the existing traffic conditions at the intersection, and to examine and analyze any potential intersection improvements.

The analysis in the traffic survey will include the existing traffic conditions and recommendations for traffic control devices for the schools. The survey will be adequate for submittal to the City of Ridgecrest and SSUSD staff. Work included in this task is the submittal of the traffic report to the City and SSUSD for review, and respond to comments.

Engineering Fees

The following is a breakdown of the engineering fees for the above outlined scope of work.

1. Project Coordination/Meetings	\$ 3,000.00
2. Preliminary Geometric Plan	\$ 2,200.00
3. Traffic Survey	\$ 5,700.00
4. Reimbursable Expenses (Mileage, Postage, Printing Costs, etc.)	\$ 1,000.00
Grand Total	\$11,900.00

DEA will conduct the work on a Not to Exceed Time and Materials basis. The fees presented above include any mileage and reimbursable expenses.

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

SUBJECT: Approve Contract Change Order Number One In The Amount of Thirteen Thousand Six Hundred Twenty-Four Dollars and Ninety-One Cents (\$13,624.91) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order One

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
As the Corporation Yard Site Improvements continue, additions to the project require changes the plans.

Change Order #1.a	Time and Material to excavate beyond limits of Plans to identify location of point of connection To existing sewer line. Labor, materials and Equipment included to complete work.	\$3,625.01
Change Order #1.b	Time and Materials to relocate proposed curb Alignment per City direction. Labor, materials and Equipment included to complete work.	\$1,928.66
Change Order #1.c	Time and materials to remove existing asphalt Concrete pavement south end of existing building City direction. Labor, materials and equipment Included to complete work.	\$3,857.31
Change Order #1.d	Time and materials to survey elevations of existing Sewer lines in West Ridgecrest Boulevard per Per City direction. Labor, materials and equipment Included to complete work.	\$ 454.12
Change Order #1.e	Time and material to remove curb adjacent to Driveway per City direction. Labor, materials and Equipment Included to complete work.	\$3,759.81
	TOTAL	\$13,624.91

This dollar amount will be added to the existing PO #7693.

The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

FISCAL IMPACT:
\$13,624.91
Reviewed by Finance Director

ACTION REQUESTED: Approve Contract Change Order Number One In The Amount of Thirteen Thousand Six Hundred Twenty-Four Dollars and Ninety-One Cents (\$13,624.91) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order One

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO.16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING CONTRACT CHANGE ORDER NUMBER ONE IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND NINETY-ONE CENTS (\$13,624.91) WITH THE CONTRACTOR, C.S. LEGACY CONSTRUCTION INC., FOR THE CORPORATION YARD SITE IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN CHANGE ORDER ONE

WHEREAS, the Corporation Yard Site Improvements **continue**, additions to the project required changes to the plans; and

WHEREAS, Change Order #1.a is for time and materials to excavate beyond the limits of the plans to identify the location point of the connection to the existing sewer line onsite at the City Corporation Yard. The sum constitutes full payment for labor, materials and equipment to the complete work in the amount of Three Thousand Six Hundred Twenty-five Dollars and One Cent (\$3,625.01); and

WHEREAS, Change Order #1.b is for time and materials to relocate proposed curb alignment per the City's direction. The sum constitutes full payment for labor, materials and equipment to the complete work in the amount of One Thousand Nine Hundred Twenty-Eight Dollars and Sixty-Six Cents (\$1,928.66); and

WHEREAS, Change Order #1.c is for time and materials to remove existing asphalt concrete pavement at the south end of the existing building on the Corporation Site per the City's direction. The sum constitutes full payment for labor, materials and equipment to the complete work in the amount of Three Thousand Eight Hundred Fifty-Seven Dollars and Thirty-One Cents (\$3,857.31);and

WHEREAS, Change Order #1.d is for time and materials to survey elevations of existing sewer lines in West Ridgecrest Boulevard per City's direction. The sum constitutes full payment for labor, materials and equipment to the complete work in the amount of Four Hundred Fifty-Four Dollars and Twelve Cents (\$454.12); and

WHEREAS, Change Order #1.e is for time and materials to remove curb adjacent to the driveway per City direction. The sum constitutes full payment for labor, materials and equipment to the complete work in the amount Three Thousand Seven Hundred Fifty-Nine Dollars and Eighty-One Cents (\$3,759.81); and

WHEREAS, The total dollar value for the change orders total is a positive Thirteen Thousand Six Hundred Twenty-Four Dollars And Ninety-One Cents (\$13,624.91); and

WHEREAS, This dollar amount will be added to the existing PO #7693; and

WHEREAS, The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

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

1. Approves the Change Order Number One to the contractor, C.S. Legacy Construction Inc., to provide additions to the Corporation Yard Site Improvements in the amount of Thirteen Thousand Six Hundred Twenty-Four Dollars And Ninety-One Cents (\$13,624.91).
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 Change Order Number One to C.S. Legacy Construction Inc.

APPROVED AND ADOPTED this 6th day of April 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST

Ricca Charlon, CMC
City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

1

DATE: 3/1/16

Project Name: Corporate Yard Site Improvements

Willdan Project # : 104855

Contractor: C.S. Legacy Construction, Inc.

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, C.S. Legacy Construction, Inc. is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 869,734.00	45
Previous Change Order No(s). amount(s) to:	\$ -	0
Current Change Order No. (1) amounts to:	\$ 13,624.91	11
Total increase to contract to date:	\$ 13,624.91	11
Revised contract amount:	\$ 883,358.91	56
Percentage of total increase to contract amount to date:	1.57%	

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. Working Days
1.a	Time and materials to excavate beyond limits shown on the plans to identify location of the point of connection to the existing onsite sewer line. 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	\$3,625.01	\$ 3,625.01	5
1.b	Time and materials to relocate proposed curb alignment per City direction. 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	\$1,928.66	\$ 1,928.66	1
1.c	Time and materials remove existing asphalt concrete pavement south of the existing building, per City direction. 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	\$3,857.31	\$ 3,857.31	1
1.d	Time and materials to survey elevations of existing sewer line in Ridgecrest Blvd, per City direction. 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	\$454.12	\$ 454.12	2
1.e	Time and materials to remove curb adjacent to driveway, per City direction. 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	\$3,759.81	\$ 3,759.81	2
TOTAL THIS CHANGE ORDER:							\$ 13,624.91	11

Requested: Mich Prof
Construction Manager/Resident Engineer

Date: 3/8/16

Approved: Karen E. Culy
City Engineer

Date: 3/9/16

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: C.S. Legacy Construction
Contractor

Date: 3/2/16

By: [Signature]

Title: Pres. LUT

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

SUBJECT: Approve Contract Change Order Number Two In The Amount of Thirty-Four Thousand Nine Hundred Seventy-Three Dollars and Twenty-Six Cents (\$34,973.26) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Two

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
As the Corporation Yard Site Improvements continue, additions and subtractions to the project require changes to the plans.

Change Order #2.a	Furnish and install traffic rated pull box In parking area for future solar Labor, materials And Equipment included to complete work.	\$ 422.79
Change Order #2.b	Furnish and install additional conduit And wiring for fuel tank emergency shut off switch Labor, materials and Equipment included to complete work.	\$ 2,239.19
Change Order #2.c	Furnish and install additional power communications Conduits and wiring for fuel card reader. Labor, materials and equipment Included to complete work.	\$ 5,597.11
Change Order #2.d	Furnish and Install additional power and Communications conduits, wiring, and light fixture For outdoor lighting at relocated fuel tank . Labor, materials and equipment Included to complete work.	\$11,732.06
Change Order #2.e	Prime Contractors Forman Supervision for items 2.a through 2.d Labor, materials and Equipment Included to complete work.	\$ 4,936.40
Change Order #2.f	Furnish and install power pedestal with concrete pad, Wiring, from power pedestal to transfer switch Labor, materials and equipment Included to complete work.	\$10,264.03

Change Order #2.g	Time and materials to relocate electrical pull box At the future Bus Garage Building. Labor, materials and equipment Included to complete work	\$ 2,973.68
Change Order #2.h	Delete SCE Transformer Pad from scope of work. Item installed by SCE Contractor	(\$3,192.00)
Total Amount of Change Order Number Two		\$34,973.26
This dollar amount will be added to the existing PO #7693.		
The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.		
FISCAL IMPACT: \$34,973.26 Reviewed by Finance Director		
ACTION REQUESTED: Approve Contract Change Order Number Two In The Amount of Thirty-Four Thousand Nine Hundred Seventy-Three Dollars and Twenty-Six Cents (\$34,973.26) With The Contractor, C.S. Legacy Construction Inc., For The Corporation Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Two		
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:		

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: April 6, 2016

RESOLUTION NO.16-XX

APPROVE CONTRACT CHANGE ORDER NUMBER TWO IN THE AMOUNT OF THIRTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS AND TWENTY-SIX CENTS (\$34,973.26) WITH THE CONTRACTOR, C.S. LEGACY CONSTRUCTION INC., FOR THE CORPORATION YARD SITE IMPROVEMENTS AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN CHANGE ORDER NUMBER TWO

WHEREAS, the Corporation Yard Site Improvements continue, additions and subtractions to the project required changes to the plans; and

WHEREAS, Change Order #2.a is to furnish and install a traffic rated pull box in the parking lot for future solar panels. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount of Four Hundred Twenty-Two Dollars and Seventy-Nine Cents (\$422.79); and

WHEREAS, Change Order #2.b is to furnish and install additional conduit and wiring for the fuel tank emergency shut off. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount of Two Thousand Two Hundred Thirty-Nine Dollars and Nineteen Cents (\$2,239.19); and

WHEREAS, Change Order #2.c is to furnish and install additional power communications, conduits and wiring for fuel card reader. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount of Five Thousand Five Hundred Ninety-Seven Dollars and Eleven Cents (\$ 5,597.11); and

WHEREAS, Change Order #2.d is to Furnish and install additional power, communications conduits, wiring, and a light fixture for the outdoor lighting at the relocated fuel tank. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount of Eleven Thousand Seven Hundred Thirty-Two Dollars and Six Cents (\$11,732.06); and

WHEREAS, Change Order #2.e is for the Prime Contractor's Forman Supervision for items 2 a through 2.d. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount Four Thousand Nine Hundred Thirty-Six Dollars and Forty Cents (\$ 4,936.40); and

WHEREAS, Change Order #2.f is to furnish and install a power pedestal with a concrete pad, wiring from the power pedestal to the transfer switch. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount Ten Thousand Two Hundred Sixty-Four Dollar and Three Cents (\$10,264.03); and

WHEREAS, Change Order #2.g is for time and materials to relocate electrical pull box at the future Bus Garage Building. The sum constitutes full payment for labor, materials and equipment to complete the work in the amount Two Thousand Nine Hundred Seventy-Three Dollars and Sixty-Eight Cents (\$2,973.68); and

WHEREAS, Change Order #2.h is a delete of the SCE Transformer Pad from the scope of work. The item was installed by an SCE Contractor. The sum constitutes a credit in the amount of Three Thousand One Hundred Ninety-Two Dollars (-\$3,192.00); and

WHEREAS, The total dollar value for the change orders total is a positive Thirty-Four Thousand Nine Hundred Seventy-Three Dollars and Twenty-Six Cents (\$34,973.26); and

WHEREAS, This dollar amount will be added to the existing PO #7693; and

WHEREAS, The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

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

1. Approves Change Order Number Two to the contractor, C.S. Legacy Construction Inc., to provide additions and subtractions to the Corporation Yard Site Improvements in the amount of Thirty-Four Thousand Nine Hundred Seventy-Three Dollars and Twenty-Six Cents (\$34,973.26).
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 Change Order Number Two to C.S. Legacy Construction Inc.

APPROVED AND ADOPTED this 6th day of April 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST

Ricca Charlon, CMC
Deputy City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.
2
DATE:
3/23/16
Project Name: Corporate Yard Site Improvements
Willdan Project # : 104855
Contractor: C.S. Legacy Construction, Inc.

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, C.S. Legacy Construction, Inc. is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 869,734.00	45
Previous Change Order No(s). amount(s) to:	\$ 13,624.91	7
Current Change Order No. (2) amounts to:	\$ 34,973.25	29
Total increase to contract to date:	\$ 48,598.16	36
Revised contract amount:	\$ 918,332.16	81
Percentage of total increase to contract amount to date:	5.59%	

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. Working Days
2.a	Furnish and install traffic rated pull box in parking area, for future solar panel installation at bus carport. Refer to Contractor Extra Work Proposal PCO 5R1. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 5R1.	0.00	1.00	1.00	LS	\$422.79	\$ 422.79	0
2.b	Furnish and install additional conduit and wiring for fuel tank emergency shutoff switch. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 5R1.	0.00	1.00	1.00	LS	\$2,239.19	\$ 2,239.19	2
2.c	Furnish and install additional power and communications conduits and wiring for fuel tank card reader. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 5R1.	0.00	1.00	1.00	LS	\$5,597.11	\$ 5,597.11	2
2.d	Furnish and install additional power and communications conduits, wiring, and light fixture for outdoor lighting at relocated fuel tank. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 5R1.	0.00	1.00	1.00	LS	\$11,732.06	\$ 11,732.06	15

2.e	Prime Contractor's foreman supervision for items 2.a through 2.d. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO SR1.	0.00	1.00	1.00	LS	\$4,936.40	\$ 4,936.40	0
2.f	Furnish and install power pedestal with concrete pad, and wiring from power pedestal to transfer switch in switchgear "MS", including wire terminations and testing. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 12.	0.00	1.00	1.00	LS	\$10,264.03	\$ 10,264.03	10
2.g	Time and materials to relocate electrical pull box at the future Bus Garage Building. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markup required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 14.	0.00	1.00	1.00	LS	\$2,973.68	\$ 2,973.68	0
2.h	Delete SCE Transformer Pad from scope of work. Item to be furnished and installed by SCE contractor.	0.00	1.00	1.00	LS	-\$3,192.00	\$ (3,192.00)	0

TOTAL THIS CHANGE ORDER: \$ 34,973.25 29

Requested: *M. Culp*
Construction Manager/Resident Engineer

Date: 3/24/16

Approved: *Loren E. Culp*
City Engineer

Date: 3/29/16

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: *[Signature]*
Contractor

Date: 3/24/16

By: *[Signature]*

Title: *Approved*

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

SUBJECT: A Resolution Of The Ridgecrest City Council Approving Amendment no. 1 To The Community Development Activity Agreement (CD# 17.13.1) With The County Of Kern For The Community Development Block Grant (CDBG) Funding For The Senior Center Improvements (Design Only), And Accepting The Terms Of The Receipt Of CDBG Funds And Authorizing The City Manager, Dennis Speer To Sign The Amendment.

PRESENTED BY:

Jason Patin, Recreation Supervisor

SUMMARY:

The City Of Ridgecrest is proposing to make improvements to the City of Ridgecrest Senior Center using Community Development Block Grant (CDBG) funds administered by the Kern County Resource Management Agency (RMA). The current estimated total Design Engineering, Construction Inspection, Contract Administration/HUD Monitoring, Testing and Related Work cost is approximately Twenty-Six Thousand Dollars (\$26,000.00). This Community Development Activity Agreement allows the City to be reimbursed for the Design Engineering, Construction Inspection, Contract Administration/HUD Monitoring, Testing and Related Work costs up to a maximum amount of \$26,000.00. The Amendment will Add an additional \$62,000.00. These funds will be an advance of the 2016 – 2017 funds.

Staff recommends that the City enter into the subject Community Development Activity Agreement with the County of Kern, Inc. for the receipt of CDBG funds related to the subject project including the \$62,000.00 2016-2017 advance.

FISCAL IMPACT:

No fiscal impact unless the total Design Engineering, Construction Inspection, Contract Administration/HUD Monitoring, Testing and Related Work costs exceeds the original \$26,000.00 plus the added \$62,000.00 totaling \$88,000.00.

Reviewed by: Finance Director

ACTION REQUESTED:

Adopt A Resolution Of The Ridgecrest City Council Approving A Community Development Activity Agreement (CD# 17.13.1) With The County Of Kern For The Community Development Block Grant (CDBG) Funding For The Senior Center Improvements (Design Only), And Accepts The Terms Of The Receipt Of the Original CDBG Funds plus the advanced 2016-2017 funds And Authorizes The City Manager, Dennis Speer To Sign The Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Jason Patin
(Rev. 02/13/12)

Action Date: April 6, 2016

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RESOLUTION NO. 16-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING A COMMUNITY DEVELOPMENT ACTIVITY AGREEMENT (CD# 17.13.1) WITH THE COUNTY OF KERN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR THE SENIOR CENTER IMPROVEMENTS (DESIGN ONLY), AND ACCEPTING THE TERMS OF THE RECEIPT OF THE ADVANCED 2016-2017 CDBG FUNDS ALONG WITH THE ORIGINAL CDBG FUNDS AND THE AUTHORIZING THE CITY MANAGER, DENNIS SPEER TO SIGN THE AGREEMENT

WHEREAS, The City of Ridgecrest is proposing to make improvements to the Ridgecrest Senior Center using Community Development Block Grant (CDBG) funds administered by the Kern County Resource Management Agency (RMA); and

WHEREAS, the proposed project is dependent on the receipt of CDBG funds; and

WHEREAS, the Kern County Resource Management Agency (RMA) has conditioned the receipt of CDBG funds; and

WHEREAS; the Community Development Activity Agreement (CD# 17.13.1) provides for an original maximum reimbursable amount of \$26,000.00 Plus an additional advancement of 2016-2017 funds In the amount of \$62,000.00 Totaling \$88,000.00 for Design Engineering, Construction Inspection, Contract Administration/HUD Monitoring, Testing and Related Work Costs; and

WHEREAS; the estimated total Design Engineering, Construction Inspection, Contract Administration/HUD Monitoring, Testing and Related Work Costs are approximately \$88,000.00.

NOW, THEREFORE, BE IT RESOLVED that the A Resolution Of The Ridgecrest City Council Approving A Community Development Activity Agreement (Cd# 17.13.1) With The County Of Kern For The Community Development Block Grant (CDBG) Funding For The Senior Center Improvements (Design Only), And Accepts The Terms Of The Receipt Of CDBG Funds And Authorizes The City Manager, Dennis Speer To Sign The Agreement.

APPROVED AND ADOPTED this 6th Day of April, 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC, Deputy City Clerk

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

SUBJECT:

A Resolution Of The Ridgecrest City Council Approving Adjustments To The Parks & Recreation Department Youth Programs And Facility Rental Fees.

PRESENTED BY:

Jason Patin

SUMMARY:

The City Of Ridgecrest Parks and Recreation Department is proposing to modify the fees related to the Youth Sports Programs and Facility Rentals. These modifications are necessary due to the increased cost of materials and maintenance.

Staff recommends that the City Council approve the proposed modifications.

FISCAL IMPACT:

No negative fiscal impact

Reviewed by Finance Director

ACTION REQUESTED:

Adopt a Resolution of The Ridgecrest City Council approving the proposed modifications to the Parks & Recreation Fees for Youth Sports Programs and Facility Rentals.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Jason Patin
(Rev. 02/13/12)

Action Date: April 6, 2016

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RESOLUTION NO. 16-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING ADJUSTMENTS TO THE PARKS & RECREATION DEPARTMENT FEES FOR YOUTH SPORTS PROGRAMS AND FACILITY RENTALS.

WHEREAS, The City of Ridgecrest Parks and Recreation Department is proposing an adjustment of fees related to the Youth Sports Programs and Facility Rentals; and

WHEREAS, Modifications to the Youth Sports Programs and Facility Rentals fees will offset the increased cost of maintenance and materials; and

WHEREAS, The adjusted fees will enable the parks and recreation department to maintain its current level of service; and

WHEREAS, The fee modifications will have no negative impact of the general fund.

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

1. Approves the proposed Fee modifications to the Parks and Recreation Department Youth Sports Programs and Facility Rentals.

APPROVED AND ADOPTED this 6th day of April 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST

Ricca Charlon, CMC
City Clerk

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

SUBJECT:

Approve a resolution authorizing a contract with York Risk Services, Inc. for Workers Compensation Third Party Claims Administration in the amount of \$42,500.00 and authorizing the City Manager to sign the contract.

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

City of Ridgecrest is approved by the State of California as Self-Insured for the purposes of covering Workers Compensation and Liability claims.

The term Self-Insured can be somewhat misleading. What it actually means is that we pay self-insurance retention (SIR) amount for each claim, similar to a deductible. Then we partner with CSAC, a risk sharing joint powers authority, that brokers multiple excess insurance policies for its members in addition to providing safety training and other programs designed to reduce the liability for public agencies. Once we have exhausted our SIR on a claim, CSAC policies pick up the balance of the costs related to that claim.

As part of our administration of worker's compensation claims, we contract with a third party administrator, York Risk Services, Inc. who manage all aspects of the claims and attempt to mitigate our cost and exposure for each claim while at the same time keeping us compliant with State and Federal statutes.

This contract is a renewal of the services York provides and was delayed by attorney review for a full re-write of the terms of the contract. Staff recommendation is to approve the resolution authorizing the contract and authorizing the City Manager to sign the contract.

FISCAL IMPACT:

\$42,500 budgeted funds from the Self-Insurance fund

Reviewed by Finance Director

ACTION REQUESTED:

Approve a resolution authorizing a contract with York Risk Services, Inc. in the amount of \$42,500 for Third Party Administration of Workers Compensation claims and authorizing the City Manager to sign the contract.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6/12/09)

Action Date: April 6, 2016

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RESOLUTION NO. 16-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING
A CONTRACT BETWEEN THE CITY OF RIDGECREST AND YORK
RISK SERVICES, INC. FOR THIRD PARTY ADMINISTRATION OF
WORKERS COMPENSATION CLAIMS IN THE AMOUNT OF \$42,500
AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN
THE CONTRACT**

WHEREAS, the City of Ridgecrest is Self-Insured by the State of California Industrial Relations, and;

WHEREAS, The City of Ridgecrest is a member of CSAC Excess Insurance Authority, a Joint Powers Authority for Excess Insurance, and;

WHEREAS, the City of Ridgecrest contracts with York Risk Services, Inc. for third party administration of all workers compensation claims and OSHA reporting, and;

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

1. A contract for services between the City of Ridgecrest and York Risk Services, Inc. in the amount of \$42,500
2. The City Manager or designee to sign the contract.

APPROVED AND ADOPTED this 6th day of April, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, *CMC*
Deputy City Clerk

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AGREEMENT FOR CLAIMS WORKERS' COMPENSATION/ MANAGED CARE

ADMINISTRATION SERVICES

This Agreement (the "Agreement") is effective as of the 1st day of July 2015 (the "Effective Date") between CITY OF RIDGECREST, ("PRINCIPAL"), a public entity, organized under the laws of California, having offices at 100 W. California Ave., Ridgecrest, CA 93555 and YORK RISK SERVICES GROUP, INC., ("YORK"), a New York corporation with its principal place of business at One Upper Pond Road, Bldg. F, 4th Floor, Parsippany, New Jersey 07054.

WHEREAS, PRINCIPAL desires to provide Claims Administration Services on claims arising out of PRINCIPAL'S self-insured workers' compensation program (the "Program") during the term of this Agreement; and

WHEREAS, YORK desires to be retained by PRINCIPAL pursuant to the terms and provisions of this Agreement to provide Claims Administration Services on claims arising out of the Program during the term of this Agreement; and

WHEREAS, YORK, by entering into this Agreement, shall be obligated to provide Claims Administration Services to PRINCIPAL on the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the promises set forth hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, YORK and PRINCIPAL agree as follows:

I. DEFINITIONS

- A. "PRINCIPAL" shall mean City of Ridgecrest.
- B. "CLAIMS ADMINISTRATION SERVICES" shall include the administration, adjustment, management, and oversight of claims arising out of PRINCIPAL'S self-insured workers' compensation program.

CLAIMS ADMINISTRATION SERVICES shall also include, but not limited to, the following services:

1. Providing supervision of the loss adjustment process;
2. Determining and implementing appropriate claims practices to adjust assigned claims in accordance with YORK'S established practices;

3. Adhering to high standards of professional conduct;
4. Adjusting and managing assigned claims to assure that PRINCIPAL and claimants receive high quality service;
5. Establishing, monitoring and timely revisions of case reserves;
6. Settling claims within the applicable coverage terms and conditions;
7. Maintaining current knowledge of applicable adjustment practices and procedures, local practices, applicable insurance coverage, court decisions, current guidelines in the claims function, and Program changes and modifications (as advised by PRINCIPAL);
8. Assisting in the preparation of claims for suit, hearing, trial, or subrogation as appropriate;
9. Acting as PRINCIPAL'S liaison with medical personnel, first notice of loss reporting services and defense counsel;
10. Reviewing bills of service providers;
11. Preparing and submitting status and administrative reports in accordance with YORK's established practices;
12. Preserving subrogation rights and overseeing subrogation recovery.
13. Managed care services.

C. "CLAIMS" shall mean claims, arising under the Program and which are referred to YORK for adjusting during the term of this Agreement.

D. "INFORMATION" or "CONFIDENTIAL INFORMATION" shall mean documentation, data or information relevant to PRINCIPAL or claimant that is created by YORK or that comes into its possession as a result of the rendering of services by YORK to PRINCIPAL, pursuant to the Agreement.

E. "CONFIDENTIAL INFORMATION" is information not publicly available and includes, without limitation, the work product, investigation materials, trial preparation materials including but not limited to opinions and mental impressions of YORK personnel, communications with defense and coverage counsel and non-public personal information of insureds.

F. "LOSS ADJUSTMENT EXPENSE" shall mean, in addition to fees to be paid in accordance with items listed or inferred herein Agreement, all reasonable expenses necessary to the adjustment of a claim in accordance with this Agreement, including but not limited to, legal fees, court costs and fees for court reporters, expert witnesses, investigation, photocopies, subpoenas, photographs, maps, accounting, chemical or physical analysis, independent medical exams or other evaluations, depositions, appraisal fees and expenses, bill review, utilization review and any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation,

settlement or defense of a claim or loss or subrogation actions. YORK may, but need not, elect to utilize its own staff to perform these services.

G. "MANAGED CARE SERVICES" shall mean the administration and deployment of cost containment measures offered through WellComp Managed Care Services, Inc. York affiliates that serve to reduce the overall risk of claims while maintaining compliance with Labor Code and Regulatory oversight. The suite of services offered are the following: medical bill review, utilization review, Medical Provider network, case management, Medicare secondary payor compliance services, lien resolution and ancillary services supporting the overall integrated managed care effort. Services provided will be detailed in Section VII. Compensation.

H. "SYSTEMS" shall mean severally or collectively, YORK's proprietary claims handling system.

II. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2015 and shall continue until and through June 30, 2016 (the "TERM"). This Agreement will be deemed extended to cover each additional claim that PRINCIPAL refers to YORK after the end of the aforesaid period (subject to the extensions as aforesaid) and which YORK accepts for handling.

III. CLAIMS ADMINISTRATION SERVICES (the "Services")

PRINCIPAL hereby retains YORK to provide Claims Administration Services, as set forth in this Agreement, including any Exhibits attached hereto, for the Claims that arise out of PRINCIPAL'S self-insured workers compensation program and that are assigned by PRINCIPAL to YORK.

A. The Services to be rendered by YORK shall be in conformance with the requirements and provisions of this Agreement together with all applicable rules, orders, and interpretations issued by the applicable regulatory authorities as of the date hereof.

B. YORK acknowledges its obligation to comply with all applicable statutes and any rules or regulations of the applicable regulatory authorities.

C. York shall perform Claims Administration Services for each Claim assigned to it hereunder during the life of the contract. Any requested subsequent handling shall require new "run-off" contract and all managed care services shall remain with claim.

D. YORK acknowledges that execution of this Agreement does not guarantee that YORK will be assigned any particular number of Claims by PRINCIPAL.

IV. DUTIES OF YORK

A. YORK shall maintain sufficient staff with the necessary experience and management oversight. Adjusters assigned to Claims shall have a case load that allows proper attention to the work.

B. To the extent required by law, YORK shall utilize only licensed adjusters and licensed private investigators, where applicable and such adjusters and investigators shall in the rendering of their services conform to the provisions of all applicable laws, rules, orders or written interpretations issued by the applicable regulatory authorities.

C. YORK shall investigate, evaluate, negotiate, settle, or deny Claims within the standing authority granted to YORK from time to time by PRINCIPAL. YORK may settle Claims in excess of its standing authority limits only with prior written approval of PRINCIPAL shall, in writing, promptly grant or deny upon YORK's request for authority.

D. Upon termination of this Agreement, all hard copy and electronic files shall be transferred to PRINCIPAL at PRINCIPAL'S expense.

E. YORK acknowledges that all of the Claims files in its possession are the property of PRINCIPAL and agrees to promptly provide access to or deliver any such file to PRINCIPAL, at PRINCIPAL'S expense, at any time upon PRINCIPAL'S request. In exchange for PRINCIPAL'S absolute right to obtain the Claims files, PRINCIPAL agrees that it shall not have the right to set off any sums claimed due from YORK against fees due YORK under this Agreement.

F. YORK expressly agrees to hold all funds and assets of PRINCIPAL that come into its control or possession during the term of this Agreement as a fiduciary of PRINCIPAL.

G. YORK shall make available, through YORK'S proprietary claims system, claim-related data with "web-enabled" access. PRINCIPAL will have "view only" access to the system. PRINCIPAL will bear its own hardware, software, connection and similar costs for accessing YORK'S electronic claims management system.

H. During the TERM of this Agreement and at all times that there are open Claims being handled by YORK, YORK shall fully cooperate with PRINCIPAL.

I. During the Term of this Agreement and thereafter until all Claims assigned hereunder are closed, YORK agrees to:

(1) Maintain in force a fidelity bond or equivalent insurance, such as Third Party Crime insurance, for the protection of PRINCIPAL, at a limit not less than one million dollars (\$1,000,000), to cover the risk of loss due to the wrongful conversion of any funds and assets of PRINCIPAL by YORK or its employees or independent contractors during the term of this Agreement. York shall maintain said bond or insurance for a period of two (2) years after the expiration of this Agreement;

(2) Maintain in force an errors and omissions policy, at a limit not less than one million dollars (\$1,000,000) per occurrence and to maintain coverage for a period of at least two (2) years after the expiration of the last contract with PRINCIPAL, or if the errors and omissions coverage is claims-made, YORK agrees that, for said two (2) year period, the "retro" date will not be later than the inception date of this Agreement;

(3) Maintain in force a general liability policy, which names PRINCIPAL as an Additional Insured and which provides limits not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and two million dollars (\$2,000,000) products/completed operations aggregate;

(4) Maintain in force a workers' compensation and employers liability policy, which provides coverage to employees of YORK at limits not less than one million dollars (\$1,000,000);

(5) Maintain in force an automobile liability policy, which names PRINCIPAL as an additional insured and which provides a limit of no less than one million dollars (\$1,000,000);

(6) Provide that the aforementioned policies contain a waiver of subrogation in favor of PRINCIPAL.

J. YORK shall notify PRINCIPAL'S insurer of all claims which may affect the insurer's coverage in excess of PRINCIPAL'S Self-Insured Retention layer in accordance with the instructions of PRINCIPAL'S insurer as provided to YORK pursuant to Section V. (A) of this Agreement.

K. Notwithstanding anything to the contrary contained herein, and to the extent applicable, YORK agrees to comply with all obligations imposed upon it by law.

V. DUTIES OF PRINCIPAL

A. PRINCIPAL shall promptly provide YORK with such information as YORK may require, including, but not limited to, any copy of documents describing its self-insured workers' compensation program, and all amendments thereto including but not limited to documents submitted to any governmental tribunals for approval of the Program, as well as incident reports and information related thereto in PRINCIPAL'S possession and otherwise cooperate with YORK in carrying out YORK'S tasks hereunder.

B. Upon receipt of loss notices, PRINCIPAL shall promptly assign the loss to YORK.

C. PRINCIPAL shall promptly make funds available for Claim and Loss Adjustment expense payments with respect to claims referred to YORK and respond to YORK'S requests to issue checks in payment of Claims and such checks shall be distributed in accordance with PRINCIPAL'S Claims processing procedures. Alternatively, PRINCIPAL may direct that YORK open and maintain an escrow account to pay Claims and Loss Adjustment Expenses with Funds provided by PRINCIPAL as required for that purpose. All bank charges associated with these accounts shall be borne by PRINCIPAL. Any interest earned on funds in such accounts may be used by YORK to defray administrative expenses.

D. PRINCIPAL shall provide YORK with training materials, along with initial and subsequent training on PRINCIPAL'S forms and other documents affecting PRINCIPAL'S obligations which are provided to YORK and any written interpretation thereof issued by PRINCIPAL or any applicable regulatory body. During the term of this Agreement and at all times that there are open Claims being handled by YORK, PRINCIPAL shall fully cooperate with YORK.

E. PRINCIPAL covenants and agrees that PRINCIPAL, its employees, agents or independent contractors, will not misuse the information contained within the Claims files. PRINCIPAL further covenants and agrees to maintain the confidentiality of the information contained within the Claims files, as required by applicable State and Federal law and regulations.

VI. SYSTEMS AND DATA PROCESSING

A. Although YORK authorizes PRINCIPAL to use or have access to its Systems in performance of Claims Administration Services enumerated in this Agreement, this does not license YORK'S system to PRINCIPAL nor shall PRINCIPAL

have intellectual property rights to the Systems, or additions YORK makes to its Systems during and/or in the course of YORK'S performance under this Agreement, whether or not such improvements or additions were made at the suggestions, request or direction of PRINCIPAL. Notwithstanding the foregoing, the data entered or maintained thereon pursuant to this Agreement is the property of PRINCIPAL.

B. This Agreement grants to the PRINCIPAL no right to possess or reproduce all or any part of the Systems used, owned or controlled by YORK performing all or any part of Claims Administration Services and PRINCIPAL covenants that it shall not do so.

C. YORK expressly agrees that claim-related data generated and/or maintained in connection with this Agreement or any Exhibit hereto shall be and remain the sole property of PRINCIPAL and YORK shall have no right, title, or interest in such data other than such rights necessary to perform Claim Administration Services.

VII. COMPENSATION

A. YORK shall be entitled to receive and PRINCIPAL shall be obligated to pay only such fees, allowances, costs, reimbursements, or other compensation as are specified as follows:

PRINCIPAL shall pay YORK the following compensation:

Claims Services

York will provide claims handling at the following rates:

FEES	
LINE OF BUSINESS	FEES
Workers' Compensation	\$40,500 – <i>Administrative Service Fee</i> \$2,000 – <i>Client Service Fee</i>

Access to York's system is provided at no additional charge.

Standard Monthly Reporting is provided at no additional charge.

Workers' Compensation Definitions:

- Indemnity Claim: Any claim resulting in lost time, litigation, serious injury, fractures, severe burns, cumulative trauma, chemical exposure, subrogation, or death.
- Medical Only: Claims for minor injuries with no lost time, no litigation and that are expected to resolve in less than six months with medical treatment, and with no potential for subrogation recovery. Jurisdictional requirements will always take precedent. Medical only files automatically convert to an indemnity file at 6 months and/or reach \$3500 in paid medical expenses.
- Record Only: The recording in York's system of an incident that at some point in the future may have the potential to develop into a claim. Record Only claims will be identified as such upon presentation to York and will have no adjuster/examiner involvement. Subsequent adjuster/examiner involvement will result in the "Record Only" becoming reclassified and billed as a Claim.

General Fees, Services, Terms and Conditions

- Pricing for each subsequent year of a multi-year contract will be subject to the greater of 3% or the percentage increase as reported by the U.S. Department of Labor – Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract.
- Data download/export at \$250.00 per transmission, whether magnetic tape, diskette, or electronic medium.
- York provides a wide range of expert safety and loss control consulting services, and will work with City of Ridgecrest to customize a loss control or safety program that is tailored to City of Ridgecrest's needs. York will prepare a statement of work outlining the services and estimated fees prior to the commencement of any loss control or safety services. The fees for loss control and safety services are determined based on the complexity of the services provided.
- Subrogation: York's fee per feature pricing includes placing responsible parties on notice. Pursuit of subrogation beyond this point can be performed at 20% of recovery, plus costs, such as locate searches, skip traces, etc.
- York's proposed fees will remain in effect for 90 days from the date of this proposal.
- Outside Activity/Field Investigations will be billed at time and expense.
- Billing: York will issue an electronic invoice monthly, via e-mail. Payments shall be due and payable no later than thirty days from the invoice date.

- This proposal contemplates that York will be entering into a direct contract with City of Ridgecrest. Should York be required to contract with any other party, different terms may apply.
 - City of Ridgecrest will have the right to direct that the services York performs be rendered in a particular or different way or additional services be provided. If such direction increases York's cost of providing the services, York shall be entitled to an equitable adjustment in its compensation.
- Claims and Allocated Loss Adjustment Expenses (ALAE) may be paid in one of three ways:
 - City of Ridgecrest may elect to fund an escrow account established and maintained by York. In this case, City of Ridgecrest will need to maintain three months anticipated funds on hand. York will electronically provide a monthly recap of all loss and ALAE payments. City of Ridgecrest will be responsible for bank fees with respect to the account.
 - With our Draft option, City of Ridgecrest may also elect to have York notify it of check amounts and payees required to satisfy Allocated Loss Expenses and Settlements. City of Ridgecrest will be required to send York the requested checks for recording and distribution.
 - City of Ridgecrest may elect to provide York with the specifications for an employer-owned and maintained account to be utilized by York to issue all loss and ALAE payments. City of Ridgecrest may provide York with the signature of an authorized City of Ridgecrest representative to print digitally on the checks. City of Ridgecrest will be responsible for bank fees with respect to the account.

Allocated Loss Adjustment Expenses

York will arrange for various services and other costs as agent for our client. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of City of Ridgecrest. York's fees do not cover ALAE, and York is under no obligation to pay ALAE with its own funds.

- Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought

- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reported or recorded statements
- Costs and expenses of subrogation
- Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services
- Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- Services performed outside York's normal geographical regions
- Costs of outside investigation, signed or recorded statements
- Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Client
- Any other extraordinary services performed by York at Client's request
- Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Client.

York may, but need not, elect to utilize its own staff to perform these services. Associated fees and costs will be charged as ALAE.

Managed Care Fees:

DETAIL	FEE
MEDICAL BILL REVIEW – WORKERS COMPENSATION & AUTO LIABILITY PIP CLAIMS	
Fee Per Bill – All States	\$10.50 per Bill
For CA, FL, OR, TX	Add \$1.75 per Bill State Reporting Fees
PPO Network & Out of Network Savings	23%
Enhanced Savings	23%
CERTIFIED NETWORKS	
California Medical Provider Network (WellComp MPN)	
Savings below Fee Schedule	23%
<i>Per Claim Charge is in Addition to Bill Review Fees Outlined Above</i>	

<i>Per Bill Fees also Available on a Case-by-case Basis</i>	
Texas Certified HCN (Compkey Plus)	\$10.50 per Bill (Includes Network Access & Savings)
Enhanced Savings	23%
<i>Per Bill Charge is in Addition to Bill Review Fees Outlined Above</i>	
CASE MANAGEMENT	
All States	
Nurse Case Management	\$98.00 per Hour
Telephonic Case Management	\$98.00 per Hour
Files Closed within 1-30 days	\$355.00 per case
Files Closed within 31-60 days	Additional \$275.00 per case
Files Closed within 61-90 days	Additional \$215.00 per case
Files open greater than 91 days	\$98.00 per Hour
Field Case Management	\$98.00 per Hour, Plus Mileage (IRS Reimbursement Rate & Expenses)
Life Care Plan	\$150.00 per Hour
UTILIZATION REVIEW / CERTIFICATION	
All States (Excluding California & Massachusetts)	
Procedure Rate per Review	\$125.00
Physician Review	\$140.00
Appeal Reviews	\$150.00
California and Massachusetts	
Procedure Rate per Review	\$145.00
Physician Review	\$250.00
Appeal Reviews	\$345.00
PEER REVIEW	
All States Peer Review – Depending on Specialty	\$195.00 - \$395.00 per Hour

Managed Care Fees (continued):

MEDICARE SECONDARY PAYER SERVICES (MSA)	
All States	
Standard MSA	\$3,500.00
Complex/Catastrophic MSA	\$5,000.00
Medical Cost Projections	\$1,200.00
Rush Report (Less than 10 days)	\$500.00
MSA Submission	\$500.00

Updated and Follow-up MSA	\$125.00 per Hour
Final Settlement Document Submission	\$50.00
SSA / SSDI Checks Eligibility	\$125.00 per Hour
Medicare Check	\$50.00
Conditional Payment Request	\$150.00
Conditional Payment Resolution	\$125.00 - \$500.00

PHARMACY	
Retail Rates	
Brand	AWP-12%+\$5.75
Generic	AWP-24% +\$5.75
Mail Order	
Brand	AWP-14%+\$4.75
Generic	AWP-28%+\$4.75

Pharmacy services are inclusive of the following

- Negotiated rates for all prescriptions filled (lesser of PBM rates or fee schedule)
- Guaranteed First Fill program and EBM formulary and customized formulary management
- Drug utilization reviews for quantity/duration and compliance with the pre-established formulary
- Enhanced oversight of pharmaceutical treatment / drug interaction reviews with other medications in the injured worker's file
- Integration with Third Party Billers billed at PBM rates
- Integration with office dispensing PBM billed at PBM rates
- Enhanced managed care savings through coordination with existing cost-containment measures. These measures help expedite the medication approval and move the file along
- Pharmacist review

B. PRINCIPAL shall pay YORK fees due under VII. A of this Agreement no later than thirty (30) days after PRINCIPAL'S receipt of YORK'S invoice as rendered from time to time. Timely payment is an express condition of YORK'S obligations hereunder.

C. Changes to Scope of Services Effect on Compensation for Basic Contractual Services. PRINCIPAL may at any time, upon a minimum of 60 days written notice, modify the scope of basic contractual services to be provided under this Agreement. YORK shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify PRINCIPAL in writing. Upon agreement between PRINCIPAL and YORK as to the extent of said impacts to time and

compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of an amendment by PRINCIPAL and YORK shall include a firm date of change and will constitute the YORK's notice to proceed with the changed scope.

VIII. AUDIT

A. YORK shall maintain books, records, reports and other documents, in electronic or other format reasonably acceptable to PRINCIPAL relating to its Claims Administration Services performed under this Agreement. All such records and documents pertaining to Claims and the services rendered by York shall be the property of PRINCIPAL and be open for inspection, audit and copying, at PRINCIPAL'S expense, by PRINCIPAL and its agents or their representatives during all regular business hours with reasonable prior notice to YORK. YORK shall cooperate fully with all such agents or other representatives of PRINCIPAL during audits or examinations conducted by PRINCIPAL or its agents. Auditors shall sign a nondisclosure/ confidentiality agreement provided by YORK.

B. The contractor agrees to the disclosure of all information and reports resulting from access to the records pursuant to the subsection above. Where the audit concerns a contractor, the auditing agency will afford YORK an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include written comments, if any, of the audited parties.

C. At any time during the Term of this Agreement, or thereafter, provided PRINCIPAL is not in default under this Agreement, PRINCIPAL may conduct, or cause to have conducted, an audit of YORK'S operations to determine whether YORK has performed its obligations hereunder in compliance with this Agreement.

D. Audits pursuant to this Section VIII shall be conducted in a manner that does not interfere with YORK'S daily operations.

IX. CONFIDENTIALITY

A. Both parties hereto acknowledge and agree that PRINCIPAL'S information, data and documentation, including but not limited to, non-public and personal information subject to the provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. Subchapter 1, Sections 6801-6809 et. Seq., personal health information under the Health Insurance Portability and Accountability Act 42 U.S.C. 1301 et. seq., and further including, without limitation, all information, data and documentation related to manuals, lists, policyholder information, operating and other systems, business practices and procedures, any information regarding insureds insurance policies, claimants, and

Claims, any business, governmental or regulatory matters of PRINCIPAL, and other information furnished to or obtained by YORK, pursuant to or in connection with this Agreement or in connection with the Services to be rendered, may be confidential ("Confidential Information"). YORK shall not divulge, disclose or use the Confidential Information except for purposes of this Agreement, or as may be expressly agreed in writing by the parties, or as may otherwise be required or directed by applicable law or judicial process. This Section IX shall survive the termination of this Agreement, regardless of the reason for termination.

B. During the Term of this Agreement, and after its termination for any reason, PRINCIPAL shall have the right to request in writing and receive from YORK either: (i) the immediate return or (ii) confirmation of the immediate destruction of any tangible records, documents, e-mails, computer files, CDs, disks, and any other tangible item that contains, represents, or otherwise includes any Confidential Information of PRINCIPAL. In addition, PRINCIPAL shall have the right, during the Term of this Agreement and after its termination, to request that YORK permanently delete and destroy any Confidential Information contained in any computers, hard drives, servers or other data storage systems of YORK. YORK agrees that PRINCIPAL may seek an injunction by a court of competent jurisdiction enjoining YORK from violating any terms of this Agreement or the confidentiality and non-use provisions of this Section IX. Injunctive relief shall be in addition to any other remedies that PRINCIPAL may have under the law. Notwithstanding the foregoing, YORK may retain a record copy of Claims files and the data therein, for accounting, insurance and similar purposes. YORK shall secure said record copy against improper use or disclosure.

C. YORK acknowledges and agrees that any Confidential Information disclosed to, or acquired by it is disclosed and/or acquired solely for the purposes of facilitating the provision of the services to be rendered by YORK for and on behalf of PRINCIPAL. YORK shall be solely responsible for informing its employers, officers and directors of the provisions of the Section and for any acts of its employees, officers or directors that violate the provisions of the Section.

D. Notwithstanding the foregoing, PRINCIPAL agrees that information used for adjusting claims is not subject to statutory or regulatory restrictions against disclosure for that purpose.

X. INDEMNIFICATION

A. YORK agrees to indemnify, defend and hold harmless PRINCIPAL and PRINCIPAL directors, officers, employees, and agents, from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including

reasonable attorney's fees and litigation expenses) incurred by PRINCIPAL or any of PRINCIPAL directors, officers, attorneys, employees and agents by reason and to the extent of any material breach of this Agreement by YORK, or by reason and to the extent of any negligent, or otherwise wrongful act or omission of YORK or of its officers, directors, attorneys, employees or agents.

B. PRINCIPAL agrees to indemnify, defend and hold harmless YORK and its directors, officers, employees and agents from and against any and all causes of action, claims, damage, loss, costs and expenses (including, without limitation, fines, damages, liabilities, liens, losses, costs and expenses, including reasonable attorneys' fees and litigation expenses) incurred by YORK and its directors, officers, employees and agents, to the extent such cause of action, claim, damage, loss, cost or expense is not attributable to the negligent or otherwise wrongful act or omission of YORK.

C. The above defense, indemnification and hold harmless undertakings shall survive the termination of this Agreement.

D. PRINCIPAL acknowledges that YORK has been engaged to provide professional services and that it is not the intent of the parties that YORK assumes any insurance risk. The parties agree that the foregoing defense, indemnification and hold harmless undertakings represent a reasonable allocation of commercial risk between parties.

XI. BREACH AND TERMINATION

A. If a material breach by either party of this Agreement occurs, the non-breaching party shall identify the breach by delivery of written notice thereof to the breaching party.

B. Upon delivery of written notification of breach, the breaching party shall have a period of fifteen (15) business days or an agreed upon date made within the fifteen (15) business days within which time the breaching party shall cure the breach. Should the breaching party fail to fully cure the breach within the designated time frame, the non-breaching party may terminate this Agreement by delivery of thirty (30) days written notice of termination to the breaching party. Any notice of breach or termination shall be delivered pursuant to Section XII. A hereto.

C. This Agreement may be terminated by a party without the necessity of any notice or right to cure, upon the occurrence of any of the following events:

(1) The expiration of the Term set forth in Section II or any renewal thereof;

(2) The commencement of bankruptcy, insolvency or conservatorship proceedings by the other party, or, if such proceedings are brought against the other party, the other party's failure to have such proceedings dismissed within 45 days.

D. Either party may, without reason, terminate this Agreement with at least sixty (60) days prior written notice to the other party.

E. YORK may terminate this Agreement and discontinue Services immediately upon notice to PRINCIPAL, if PRINCIPAL fails to maintain sufficient balances in the escrow account to properly and adequately fund daily maintenance and indemnity needs, as well as settlement of Claims and any Loss Adjustment Expense. At no time shall YORK be liable or obligated to make any payments, out of YORK'S own funds, of any type or character on behalf of PRINCIPAL, including benefits PRINCIPAL is legally required to provide to its employees.

XII. EQUITABLE ADJUSTMENT

A. PRINCIPAL shall have the right to direct YORK to perform additional services or to perform services in a specific or different way.

B. This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case laws or otherwise.

C. In the event of a directive from PRINCIPAL as set forth in Section XII. A or a change in a standard as set forth in Section XII B., YORK shall be entitled to an equitable adjustment in its compensation if such directive or change increases YORK'S cost of providing the services YORK renders under this Agreement.

XIII. GENERAL

A. YORK shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or any Exhibit of this Agreement, or any interruption of Claims Administration Services resulting, directly or indirectly, from acts of God, civil or military authority, or any similar cause beyond the reasonable control of YORK for as long as such condition exists. YORK shall give immediate notice to PRINCIPAL of any delay or failure in performance or of any interruption of Claims

Administration Services that has or may occur as soon as YORK becomes aware of such events.

B. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the Superior Court in the State of California. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

C. All notices which are required to be given or submitted pursuant of this Agreement shall be in writing and shall be transmitted or delivered by certified mail, return receipt requested or by a commercial overnight delivery service to the parties at the addresses set forth below, or to such other addresses as a party may, by notice, specify:

Notices to YORK shall be delivered to:

York Risk Services Group, Inc.
333 City Boulevard West, Suite 1500
Orange, CA 92868
Attention: Jody A. Moses, SVP

York Risk Services Group, Inc.
One Upper Pond Rd., Bldg. F, 4th Floor
Parsippany, New Jersey 07054
Attn: Michael Krawitz, General Counsel, SVP

Notices to PRINCIPAL shall be delivered to the following:

CITY OF RIDGECREST
100 W. California Ave.
Ridgecrest, CA
Attention: _____

D. This Agreement and any Exhibit or Schedule made a part hereof constitute the entire Agreement between the parties and supersedes and merges any and all prior discussions, representations, negotiations, correspondence, writing, and other agreements and together states the entire understanding and agreement between PRINCIPAL and YORK with respect to Claims Administration Services to be provided hereunder. Except for unilateral changes made by the PRINCIPAL pursuant to Section XII, for which YORK shall, be entitled to an equitable adjustment in its compensation this Agreement may be amended or modified only in writing if agreed to and signed by PRINCIPAL and YORK and shall be construed, performed and enforced in all respects in accordance with the laws of the State of California.

E. No party hereto shall be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by either party hereto in exercising any right shall operate as a waiver

of said right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

F. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

G. Wherever the singular of any term is used herein it shall be deemed to include the plural wherever the plural thereof may be applicable.

H. No party may assign its rights or obligations under this Agreement; provided, however, that YORK may subcontract all or part of the Services required hereunder with PRINCIPAL'S written consent, (which consent shall not be unreasonably delayed or withheld) and may at its discretion delegate to a subsidiary such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve YORK of any of its obligations hereunder.

I. It is expressly understood and agreed that the relationship of YORK to PRINCIPAL shall be that of an independent contractor at all times, and nothing herein shall constitute either the YORK or PRINCIPAL as the partner, agent, or legal representative of the other, for any purpose whatsoever, except to the extent that YORK is the agent of PRINCIPAL for the purpose of adjusting claims. YORK shall have no right or authority to bind or obligate PRINCIPAL with respect to any matter that is not specifically provided for in this Agreement without the prior approval of PRINCIPAL. All employees or agents of YORK performing duties hereunder for YOUR shall be solely and exclusively under the direction and control of YORK and shall not be deemed employees of PRINCIPAL.

J. Nothing in this Agreement is intended to require YORK to engage in the practice of law.

K. PRINCIPAL shall not utilize YORK'S trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing materials, promotional literature, article, presentation or other type of communication without the prior written consent of YORK, which consent may be withheld or denied in YORK'S sole discretion.

L. PRINCIPAL shall not hire any employee of YORK or induce any employee of YORK to terminate his or her employment (or encourage, and aid or abet any third party to do the same) at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter. PRINCIPAL agrees and acknowledges that YORK has invested time and resources in training its personnel and familiarizing them with PRINCIPAL'S account and that YORK will suffer harm, the extent of which is difficult to quantify, should PRINCIPAL directly or

indirectly cause YORK'S employee to terminate their employment with YORK. Therefore, in the event that PRINCIPAL violates this provision, PRINCIPAL shall be liable to YORK for liquidated damages in a sum equal to the employee's salary for two (2) years based on the employee's salary over the two (2) months prior to the termination of that employee's employment with YORK. Notwithstanding the foregoing for purposes of this paragraph "YORK'S employee" shall mean an employee of YORK who has adjusted claims of PRINCIPAL pursuant to YORK'S work for PRINCIPAL under the Agreement.

IN WITNESS WHEREOF, the parties hereto have read and signed this Agreement as dated below and the Agreement is effective as of July 1, 2015.

YORK RISK SERVICES GROUP, INC.

CITY OF RIDGECREST

BY: _____

BY: _____

Jody A. Moses

Printed Name: _____

Senior Vice President

Printed Title: _____

Date: _____

Date: _____

NUMBER 7306

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

CITY OF RIDGECREST

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: July 1, 2006

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



MANAGER, SELF-INSURANCE PLANS



DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS



*Revocation of Certificate. A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2 --Administration of Self-Insurance.

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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 March 16, 2016

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of March 16, 2016

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 SUCCESSOR AGENCY,
FINANCING AUTHORITY, AND HOUSING AUTHORITY**

**City Council Chambers
100 West California Avenue
Ridgecrest, California 93555**

**March 16, 2016
5:30 p.m.**

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/Redevelopment Agency. Meetings are recorded solely for the purpose of preparation of minutes.

CALL TO ORDER – 5:30 p.m.

ROLL CALL

Council Present: Mayor Peggy Breeden; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: Mayor Pro Tempore James Sanders and Vice Mayor Lori Acton

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City Attorney Michael Silander, and other staff

APPROVAL OF AGENDA

Items Pulled From the Agenda

- Item No. 5 - Adopt A Resolution Of The Ridgecrest City Council Authorizing The City To Enter Into An Agreement With World Economic Development Alliance (WEDA) For The Production Of An Economic Development Attraction And Retention Campaign
Parsons

Motion To Approve Agenda As Amended Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Breeden, Council Members Thomas, And Mower); 0 Noes; 0 Abstain; And 2 Absent (Council Members Sanders And Acton).

PUBLIC COMMENT (Closed Session)

- None Presented

CLOSED SESSION

GC54956.9 (d) (4) Conference With Legal Counsel – Anticipated Litigation – Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Anticipated litigation, no action, direction to staff
 - Property negotiations, discussion only
- Other
 - none

PRESENTATIONS

1. Presentation Of The City's Industrial Economic Development Marketing Outreach Activities Parsons

Gary Parsons

- Presented video and PowerPoint presentation from WEDA showing efforts to pursue industrial companies to come to Ridgecrest.

Mike Mower

- Noted the maps in the presentation materials have the City of St. Louis located where Salt Lake City should be. Corrections will be made.
- Questioned coordination with IWVEDC
 - Gary Parsons – IWVEDC is more local interests where WEDA is specific to large industrial developments.

Eddie Thomas

- Asked if young eyes have reviewed these presentations and given input.
 - Gary Parsons – target audience is CEO of companies and majority of these are between 50-60 years old. Open to comment before going to print. Have not spent the balance of this year's budget so do have funds available for printing costs.

Peggy Breeden

- Backgrounds are dark with dark letters
- Spelling errors and acronyms
- Videos need shortened
- Asked EDC and Chamber of Commerce to review the presentations. Don't want to do the work twice.
- Asked about the budget status for WEDA
- Good start with potential. Know we can make it better, especially with the cooperation of the community.

Public Comment

Benny Fuller

- Commented on the Raptor jet which is not worked on at this base.
- Feel not pushing for young CEO's but most start-ups are begun by young adults.
- Questioned content of low electric bills and other images used.
 - Gary Parsons – agree there are some things oversold however are trying to convince CEO's from other states to become interested enough to come here.
- Discussed need to target young single people who have disposable money and difficulty starting a family.
- Suggested Justin O'Neill invitation to get involved.
- Expressed concern that people coming expecting these images will walk away.
 - Gary Parsons –presentations are targeting industrial businesses, not marketing retail or community services. It is about trying to bring large industry into town and generating jobs.
- Commented on cheap energy not existing here and SCE having power over our roads.
 - Gary Parsons – spoke on dark fiber which is unused cables that can be dedicated to the business. Commented on solar capabilities for business base.
- Expressed personal opinion regarding the presentation.

Dave Matthews

- Verified the time to Los Angeles
- Is encouraged with the program, this is first time have seen City government going for manufacturing which is something I have been pointing out for 47 years. Need to diversify.
- Suggest videos have dialogue and not so much music.
- Regarding retention, suggest we start with what Ridgecrest was like in the early days and transform to what it is now.
- Regarding comments on why to stay here volunteered to provide comments after 47 years in Ridgecrest.

Dave Matthews *(continued)*

- People still read brochures, especially 2 pages folded. Internet and videos don't show everything. Brochures can be viewed repeatedly.

Tom Wiknich

- Agree with Mr. Matthews on the video. Video can add sound and voice over at the same time as the video impact. Suggested using this capability.
- Stated this is a great effort and glad to see the City going this direction.
- With 3 hours' drive as part of the pitch you cover the mountains, lakes, beaches, and other points of interest. Used this when recruiting on the base and was very beneficial. Was accepted as an adequate pitch.
 - Gary Parsons - The 1.5 hours was geared toward shipping products and get their interest.
- Agree this is an attention getter only.

Mike Neel

- Commented on the oversell term. We don't need to bring people here by selling them half-truths.
- Sell Ridgecrest on aspects that are here and be truthful, not tell them anything to suck them in the door.

PUBLIC COMMENT *(Regular Session)*

Mike Neel

- Did a demonstration pertaining to Dale Howard and provided Council with an update on the current situation with the receivership.
- Commented on Mr. Howard being denied his rights and losing everything he has over freedom.
- Commented on Police Code Enforcement

Dave Matthews

- Commented on Code Enforcement efforts and the ones taking the longest seem to involve senior citizens. Spoke on a couple of new cases coming up involving senior citizens. Requested the City organization see what is going on and suggested changing the job description to Code Negotiation. See what can be done to resolve the situation before putting them out of their residence.
- Commented on Mediacom announcement for upgrades. Stated it was about time they upgraded their system and should get started as soon as possible.

Benny Fuller

- Commented on discussions of options for broadband and Edison requesting money. Suggested creating a public utilities district as a collaborative with Ridgecrest, Inyokern, China Lake Acres to tap into the abundance of natural energy available in the valley.
- Spoke on cycling access routes and handicap access. Expressed a need for improving or increasing bike racks in front of businesses.

COUNCIL ANNOUNCEMENTS

Peggy Breeden

- Bluejacket Awards Dinner this weekend.

CONSENT CALENDAR

2. Adopt A Resolution Approving One Hundred Thousand Dollars (\$100,000.00) Of Unallocated Tax Allocation Bond (TAB) Funds As Payment To Southern California Edison (SCE) For An Engineering Advance Of Power Pole Relocation Design Associated With The South Downs Street Improvement Project And Authorizing The City Manager, Dennis Speer, To Execute The Southern California Edison Agreement And/Or The Protest Letter
Speer
 3. Adopt A Resolution Approving An Agreement With The County Of Kern For The Community Development Block Grant Funding (CDBG) For The Cd Activity #17.13.2, City Of Ridgecrest Ada Transition Plan And Access Improvements, And Acceptance Of The Terms Of The Receipt Of Cdbg Funds In The Amount Of One Hundred Thirty Seven Thousand Six Hundred Forty Eight Dollars (\$137,648.00) And Authorize The City Manager, Dennis Speer, To Execute The Agreement
Speer
 4. Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount Of Ninety-Nine Thousand One Hundred And One Dollars (\$99,101.00) To Provide Construction Management For The West Drummond Avenue Widening HSIP Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement
Speer
- Item No. 5 pulled prior to approval of the agenda.**
5. Adopt A Resolution Of The Ridgecrest City Council Authorizing The City To Enter Into An Agreement With World Economic Development Alliance (WEDA) For The Production Of An Economic Development Attraction And Retention Campaign
Parsons

6. Adopt A Resolution To Approve A Consultant Agreement For Design Services And Construction Management With The HLA Group For Playground Improvements At Pearson And Upjohn Parks And Facility Improvements At The Kerr McGee Youth Sports Complex Patin
7. Adopt A Resolution Authorizing Proclamations And Scheduling The Date And Time For Presentation – Sr. and Jr. Bluejacket Of The Year, Respect For Law Week, and Honoring Ridgecrest Citizen Peggy Shoaf Ford
8. Adopt A Resolution Of The Ridgecrest City Council Authorizing Submission Of The Fiscal Year 2015-2016 Transportation Development Act Claims To The Kern Council Of Governments (KernCOG) Staheli
9. Ratification By Minute Motion Of A Letter Of Opposition To AB 1707 (As Proposed) To Amend The California Public Records Act Ford
10. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting Dated March 2, 2016 Ford

Items Pulled From Consent Calendar

- Item Nos. 2 and 6₁

Motion To Approve Consent Calendar Item Nos. 3, 4, 7, 8, 9, And 10 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Breeden, Council Members Thomas, And Mower); 0 Noes; 0 Abstain; And 2 Absent (Council Member Sanders And Acton)

Item No. 2 Discussion

Tom Wiknich

- Are we in court with Edison
 - Michael Silander – not yet, hoping to work out a solution.
- If we spend the money and we win they have to give it back. What if they go over the \$100,000, will they ask for more?
 - Michael Silander – they have the right to attempt to recover costs.
- Is this undergrounding or just pole movement and is it still being considered to underground. Do we still have money in the fund to consider undergrounding?

Benny Fuller

- Think paying this money now sets a dangerous precedent.
 - Mike Mower – paying under protest
- Commented on Edison thinking they have rights over our streets.
 - Peggy Breeden – getting our project done is more important to us than the money but the protest is a part of this.
- If there is no other way to complete the project than this then I guess it has to be done but disagree with the action

Motion To Approve Consent Calendar Item No. 2 Made By Council Member Thomas, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Breeden, Council Members Thomas, And Mower); 0 Noes; 0 Abstain; And 2 Absent (Council Member Sanders And Acton)

Item No. 6 Discussion

Eddie Thomas

- Funds supporting this contract are coming from?
- Will this meet ADA requirements

Jason Patin

- Provided history of City's approval of TAB funds to HLA and Parks for improvements. Project was approved but State froze the TAB funds so the contract lapsed. Money has been allocated and is sitting in purchase orders. This only re-establishes what we already had in the original contract which lapsed. The point of this is to move forward with the project design that was planned. The original parks plan was not constructed and ADA compliance changed. This will take care of ADA compliance issues.

Peggy Breeden

- Is there enough money in the funds to maintain the parks after completion of the project? Want to be able to maintain the good standards.
 - Jason Patin – this will be primarily ADA compliance, safety issues and replace equipment that is beyond its lifespan. The past few years we have removed unsafe equipment but did not replace until the plan was completed. Do not have the general fund available to replace unsafe equipment and the TAB money will provide this. Without it we would only keep taking out without replacing.
- Commented on the tennis courts and soccer fields that are not up to standard and don't want to see the same happen with these new upgrades.
 - Jason Patin – commented on improvements to fields with regular maintenance schedules. An issue this deals with is replacement of unsafe or outdated equipment. Will maintain as required but the lifespan will end in 15 years so will need to do this again. Commented on Leroy Jackson Park not having TAB funds allocated.

Item No. 6 (continued)

Mike Mower

- Asked about equipment being replaced in the parks
 - Jason Patin – all the equipment has expired lifespans. Plastic doesn't last long in Ridgecrest extreme environment.

Public Comment

Dave Matthews

- Don't have any issue, thought I heard this included school parks and it isn't.
- Cost of replacing the equipment, most businesses would have a capital depreciation fund and asked if the City had one.

Tom Wiknich

- Commented on previous allotments of TAB dollars and the promise of full presentations when the funds would be used.
- Asked if this council had input on the scoping and I expect the Council to know exactly what these funds are being spent for.
 - Jason Patin – scoping was completed several years ago on this project and did it again for free after the ADA compliance changed. The project has not changed other than being scaled back. We aren't at the level of constructing the project. The costs' being requested is to cover the agreement for design and construction management from the consultant. After this contract is satisfied we will have complete project costs which will come before Council.
- If we are going to invest these funds in engineering, there is another number which is the cost of the project associated with the need for engineering. What is that other number?
 - Dennis Speer – explained Plans, Specs, and Estimates.
 - Jason Patin – do not have exact numbers by park but between all the projects we have allocated \$2.5 million dollars of TAB funds. Don't have enough to do everything we need to do but will do as much as we can with the money allocated.

Peggy Breeden

- Questioned if we will have enough money to maintain everything we are going to do.

Jason Patin

- Originally we had a plan for each park with numbers but the funds were cut back so the engineer went back and restructured the projects, then ADA compliance changed so we had to incorporate this into the plans.

Peggy Breeden

- Presented scenario of new porch and the steps required to design the porch.
 - Jason Patin – not asking HLA to design what we want but rather showing what we need to replace and ask them to design the projects to the amount of money we have.
 - Mike Mower – can't get a cost until we have a design

Tom Wiknich

- Commented on process of design. Sounds like the project is being designed to spend \$2 million without the Council having input. Have not presented the project. I support ADA compliance but as a citizen I expect council to know in detail what is being done at the parks and have an estimate for each park. Uncomfortable with giving the dealer the amount of money and then asking them to provide a design that meets the money.
 - Mike Mower – we have an original scope but don't have the money so we are going back and asking for a scaled down design.
 - Jason Patin – the consultant does not benefit from the final design. We are hiring to give us a design so I can come back to Council to show exactly what we are planning on doing. Can't put numbers in until we have the design
- When the design comes back to Council, hoping to see what will be done for different levels of money. This way Council knows what the need is and exact cost so options can be discussed. Looking forward to public presentation of the project.

Jason Patin

- To request multiple plans would be additional cost for the consultant. Council will see what we can get for our money before it goes to bid. My goal is to take care of the things we have to do including code compliance, ADA, and replacing equipment. Once we get the designs with numbers Council can see if we want to move forward. This has been waiting for 5-6 years and need to get these things done.

Motion To Approve Consent Calendar Item No. 6 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Breeden, Council Members Thomas, And Mower); 0 Noes; 0 Abstain; And 2 Absent (Council Member Sanders And Acton)

DISCUSSION AND OTHER ACTION ITEMS

11. Discussion Of The Mid-Year Financial Report

Staheli

Tyrell Staheli

- Presented Staff Report and PowerPoint presentation.

Mike Mower

- Requested a list of all bank balances, unallocated TAB money, allocated TAB, wastewater fund, gas tax fund, everything.

Public Comment

Stan Rajtora

- Reviewed page 8, department expenditures
- Money not being spent from Measure 'L' should be rolled back to the carryover rather than back to General Fund.
- Commented on Cash Flow pages 11 and 12

Mike Mower

- Commented on comparison of year end numbers

Stan Rajtora

- Commented on revenue numbers coming in low.

Tyrell Staheli

- Spoke on encumbered purchase orders which roll over to the next year so it throws off the amounts.

Stan Rajtora

- Need to capture these funds because if we do a balanced budget but don't account for rollover encumbrances then could actually end up with a negative.
 - Dennis Speer – clarified the budget process and efforts being made to correct this process. Discretion to take care of carryovers is approved by the budget resolution. Only returns to Council in years we do not have cash balance.
 - Mike Mower and Peggy Breeden – requested this come back to Council.
 - Mike Mower – asked about status of Kern County billing us late.
 - Tyrell Staheli – currently holding money on the expense side to cover the County late billing.
- Reviewed page 8 again. Believe we appropriated more Measure 'L' funds to police than was needed and would like to see this returned to Measure 'L' carryover.
- Not sure the Measure 'L' committee has this information but should be reporting this to Council.
 - Peggy Breeden – asked Tyrell to make Measure 'L' committee looks at this.
- Reviewed page 13 – Other Funds, wastewater year to date. Asked how much of the revenue came from the Navy.
- Referenced the CAFR and budget revenue. Sewer fee went up 40%. Reviewed numbers from last year's CAFR and add the increase so budget should be \$5.5 million.

Eddie Thomas

- Asked about adjusted budget.
 - Tyrell Staheli – anything that changes after the original budget is approved becomes an adjusted budget. Exemplified unanticipated revenues or expenditures.
 - Dennis Speer – commented on the sewer line replacements and engineering unbudgeted costs that could require adjusting the budget.
- Questioned times when departments might be required to adjust budgets.
 - Dennis Speer – provided examples that would require council action and departments being asked to make cuts.

Stan Rajtora

- Reviewed page 11 and 12 cash balances again.

Mike Mower

- Questioned money owed to County for building permits.
 - Tyrell Staheli – money is accounted for in the expenditures and we do receive an administrative fee.

Eddie Thomas

- Once this is ironed out we should not have any surprises.
 - Tyrell Staheli – correct. This should be good thru the end of the year.

COMMITTEE REPORTS

(Committee Meeting dates are subject to change and will be announced on the City website)

City Organization and Services Committee

Members: Lori Acton; Mike Mower
Meeting: 4th Wednesday each month at 5:00 p.m. as needed
Location: Council Conference Room B

- No report

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 3rd Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

- No report

❖ **Ad Hoc Water Conservation Committee**

Members: Jim Sanders; Peggy Breeden
Meeting: 1st Monday each month at 5:00 p.m. as needed
Location: Conference Room B

Peggy Breeden

- Waiting for report on changes to Denny's Park

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

- No Report

❖ **Ad Hoc Youth Advisory Council**

Members: Eddie Thomas
Meeting: 2nd Wednesday of each month, 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

- No Report

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

Members: Eddie Thomas; Lori Acton
Meeting: 3rd Tuesday every other month at 4:00 p.m. as needed
Location: Kerr McGee Center Meeting Rooms

Eddie Thomas

- Updates on strategies for school reports, teen court, and neighborhood watch
- Talked about fights with minors in schools and how being handled by each school.
- Talked about neighborhood watch, no issues from PACT volunteers and if going on vacation might want to call PACT to help watch your home.
- Teen Court is experiencing a reduction in events.

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Lori Acton and Eddie Thomas
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: To Be Announced

- No Report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Mike Mower

- Water district meeting with the base and Lahontan and agencies are being asked to pay for part of the report. Suggested wastewater fund since it applies to the sewer plant.
 - Dennis Speer – if we receive the amount then can bring back to Council
- Meetings scheduled with Lahontan April 1

Peggy Breeden

- Air pollution control board received report, no action taken

Eddie Thomas

- Scheduled to attend a meeting with Mr. Parsons however I was under the weather, asked Mr. Parsons to give report
 - Gary Parsons – meeting was East Kern Economic Development and the discussion was on tourism. Saw videos of other community's videos and talked about the petroglyph festival and other tourism activities.

CITY MANAGER REPORT

Dennis Speer

- Attended league of California cities institute, want to report back to committees on two of the presentations on recycled water. As soon as PowerPoints are posted on the League website I will do a mini presentation. The other session was entitled 'Do You Have Enough Fiber' and this was on broadband and presented several different perspectives from other communities. Will return with the presentations to the respective committees.
- Attended city managers league of California cities conference and one major topic was a code of ethics for elected and appointed officials. Our current adopted policies and procedures do not have a code of conduct or code of ethics. The City Clerk has provided several examples from other cities and requesting Council direction of whether you want to see the provided examples or a compiled draft for Ridgecrest.
 - Both
- Commented about mid-90's transportation money be funneled thru the county COG's. Before the change, engineer's estimates were kept confidential during the bid process to get the lowest bids. Now the information is published on websites and contractors know how much money we now have to spend so bids are designed to take as much of the program money we have and still underbid the other competitors.

Eddie Thomas

- Questioned if competitors bring in towers, based on what was discussed in the presentations viewed, will these people be able to work with each other on broadband

MAYOR AND COUNCIL COMMENTS

Mike Mower

- Street crews are putting down paint and asked about striping on Downs Street
- Asked about Horton Landscaping and Lighting District
 - Dennis Speer – we have not accepted this and staff has been directed to contact DR Horton. Improvements have not been constructed and accepted. New owner is in the process of constructing the improvements and has been informed of the damaged areas and weeds which they are now cleaning up.
 - Dennis Speer – explained the bubble-up at the location. Excess water from sprinklers.
- Asked about timeframe on west Drummond widening project
 - Loren Culp – in application with Caltrans for construction and once received will go out to bid. Cannot advertise federal money without authorization.
- Asked about the dip on East Drummond
 - Loren Culp – Quad Knopf has done estimation and looking for historical data from base on the dumps.
- Would like to see municipal code on the agenda.
- Attended salt nutrient meeting and then bike path ribbon cutting. Mick Gleeson was very complimentary about the City's assistance with putting this path in and benefits the community. A lot of people using the path up college heights.

Eddie Thomas

- Question of public works. Rite aid intersection, light pole interfered with wheelchair and lady fell onto Ridgcrest Blvd. Located towards China Lake Blvd in the middle of side walk.
 - Loren Culp – insufficient right of way dedicated to rite-aid project. Sidewalk does not comply with city standards for right of way. We found constraint and installed the light knowing we would have to come back for more right of way to accommodate ADA. Tonight's action approving CDBG will target improvements and is likely we will target Ridgcrest Blvd. for ADA compliance

Peggy Breeden

- Requested another sewer workshop. Dr. Rajtora brought up good points.
 - Dennis Speer – have forwarded Dr. Rajtora’s analysis to the consultant and they will be responding. We had a consultant who was paid to do the analysis. The consultant answered all the questions relative to our project and timelines. Next action is certification of the EIR before we can approach Lahontan.
- I’d like to know the questions he asked are valid or not.
 - Dennis Speer – feel is would be better to have the consultants response provided first and if at that time a workshop could be scheduled.
 - Stan Rajtora – one analysis was on flow rates and the other was a set of comments.
 - Dennis Speer – consultant would be happy to address the flow rates but other questions were legal issues so would need to bring in attorney.
- I’d like to have those answers.
- A lot of discussion in the newspapers on our fountain. We have discussed it and the water use is only the amount equal to a swimming pool. Fountain, I cannot justify it serves a purpose other than it looks nice. Want it on the agenda to decide what we can do other than have water in it.
 - Mike Mower – state is going to survey the snowpack in April and restrictions may be lifted.
- Still need to discuss whether it will be turned off and how.
- Want municipal code on the agenda.
- Rats in City of Ridgecrest, what can the City do, don’t think the City is responsible, what can we say or do for these people.
 - Dennis Speer – this is a public health issue similar to the beetle infestation.
- Heritage Village has a problem and some boxes may have brought them into the community.

ADJOURNMENT at 9:45 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Nomination and Appointment to a vacancy on the City of Ridgecrest Personnel Board

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

The City of Ridgecrest Municipal Article 3. - Agencies, Commissions, Boards and Committees require the Council make appointments to various boards and commissions including the Personnel Commission. § 2-3.101 additionally requires members ‘...shall be registered voters within the City...’

Recently, Personnel Commissioner Jerry Taylor retired and moved out of the area leaving a vacancy on the Personnel Commission. This item is for nomination by Council Member Lori Acton of a new appointee to fill the vacancy on the Personnel Commission for the balance of the term which will expire after the November 8, 2016 election.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Council Member Lori Acton appoint a Personnel Commissioner to fill the current vacancy.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6/12/09)

Action Date: April 6, 2016

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Article 3. - Agencies, Commissions, Boards and Committees

2-3.101 - General.

- (a) This Article sets forth provisions which are common to all agencies, commissions, boards and committees.
- (b) Commissions and boards shall consist of five (5) members who shall be registered voters within the City and who shall be appointed on the basis of their qualifications for their duties. Each member of the Council shall nominate one (1) Commissioner or board member. The Council shall confirm or reject the nomination.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

2-3.104 - Personnel Commission.

- (a) The Personnel Commission is hereby established.
- (b) Commissioners shall receive no compensation, but shall receive reimbursement for expenses incurred while on City business, provided such expenses are authorized by the Council.
- (c) The Personnel Commission shall hear appeals by employees in the competitive service concerning appointments, promotions, demotions, suspensions and discharge; and may approve, disapprove, or amend the appointments, promotions, demotions, suspensions, and discharge heard in the appeal.
- (d) Decisions of the Personnel Commission are final unless overturned by a court of law.
- (e) The Personnel Officer or designee shall assist the Personnel Commission in the performance of its duties.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

Commissions, Board, & Committees	Member	Member	Member	Member	Member
Planning Commission (Each Council Member nominates a commissioner)	Soloman Rajaratnam (Peggy Breeden)	Scott Davis (Jim Sanders)	Matthew Baudhein (Lori Acton)	Cecil Yates	Warren Cox (Mike Mower)
Personnel Commission (Each Council Member nominates a commissioner)	Janis Bottoroff (Peggy Breeden)	Ryan Hunter (Jim Sanders)		Christina Witt (Eddie Thomas)	Mike Avery (Mike Mower)
Construction Appeals Board (Each Council Member nominates a commissioner)	Mike Ferguson (Peggy Breeden)	Ryan Hunter (Jim Sanders)	Jerry Taylor (Lori Acton)	Robert Obergfell (Eddie Thomas)	Russell Hearst (Mike Mower)
Handicap Access Appeals Board (Municipal Code requires 2 members be physically handicapped, 2 members experienced in construction, and 1 member be a public member)	Jinny DeAngelis - DART (Peggy Breeden) public member	Russell Hearst (Jim Sanders) construction member	Tami Miller (Lori Acton) handicap member	Gary Maxwell (Eddie Thomas) handicap member	Bill Freund (Mike Mower)
Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION) (2 Council Appointments & 2 Planning Commission Appointments)	Eddie Thomas	Lori Acton			
Ridgecrest Area Convention & Visitors Bureau (RACVB) (2 Council Appointments)	Eddie Thomas	Lori Acton (Alternate)			
Veterans Advisory Committee (1 Council Appointment & 1 Alternate)	Geralyn Haradon	Alternates Peggy Breeden, Mike Mower, Eddie Thomas			
Kern Council of Governments (KernCOG) (1 Council Appointment & 1 Alternate)	Mike Mower	Jim Sanders (Alternate)			
Navy Community Council (Mayor + 1 Council Appointment)	Peggy Breeden	Lori Acton			
IWV Groundwater	Jim Sanders	Peggy Breeden			
Water Conservation AdHoc Committee	Jim Sanders	Peggy Breeden			
Youth Advisory Council	Eddie Thomas				
Civilian & Military Affairs	Peggy Breeden	Lori Acton			
East Kern County Air Pollution Control Board	Peggy Breeden				
Senior Advisory Council tie to quality of life					
Arts Council tie quality of life					
Quad State Local Governments Authority	Jim Sanders	Mike Mower			
League of California Cities	Peggy Breeden	Jim Sanders (1st Alternate)	Eddie Thomas (2nd Alternate)		
Disaster Council (appointments set by Municipal Code)	Mayor/Chair	City Manager/Director of Emergency Services	Chief of Police/Asst. Director of Emergency Services	Other Emergency Service Personnel as appointed by the Director of Emergency Services to fulfill critical functions	
Round Table/BLM	Lori Acton				
Energy Conservation Plan (DRECP)	Lori Acton				
Infrastructure Committee	Jim Sanders	Mike Mower	Matthew Baudhein	Warren Cox	
City Organization and Services	Lori Acton	Mike Mower	Soloman Rajaratnam	Cecil Yates	
Parks, Recreation, Quality of Life (includes Senior Advisory Council and Arts Council)	Eddie Thomas	Lori Acton	Matthew Baudhein	Scott Davis	

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

SUBJECT:

Appointment to the Measure 'L' Citizens Advisory Committee

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

Measure 'L', a ¾ cent sales tax increase, was approved by voters on June 5, 2012. When the item was placed on the ballot, the City Council opted to create an advisory body to focus specifically on the corresponding revenues as a safeguard to ensure the appropriate expenditures of the funds. The ordinance specifies term limits for committee members. An excerpt from the ordinance reads as follows:

Sec. 3-2.115. Terms of Office.

- (a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

The following vacancy needs appointment to the Measure 'L' Committee to complete the original terms:

1. Replacement for John David Edward Milam (Resigned) – Term expires July 2019

Council will submit a nomination for this vacancy.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Staff recommends the City Council select a member to serve on the Measure 'L' Citizens Advisory Committee for the balance of the 4 year term.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Staff recommends the City Council select a member to serve on the Measure 'L' Advisory Committee for the balance of the 4 year term

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

SUBJECT:

Discussion of a Code of Ethics and Conduct for Elected and Appointed Officials

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

At the March 16, 2016 City Council Meeting, the Council indicated that it wanted to consider a Code of Ethics and Conduct for Elected Officials and for Boards and Commissions that would establish performance and conduct expectations. The proposed Code of Ethics and Conduct for Elected and Appointed Officials should contain a section on ethical standards and a section on conduct which describes the manner in which officials should treat one another, City staff, the public and others with whom they may come in contact with while representing the City. The Code should be reviewed by the Council in alternating, even numbered years after the election of the Mayor and Council Members and then, subsequently reviewed by the City's Boards and Commissions on a periodic basis.

Examples codes of ethics and conduct are attached for review. The examples are from the cities of Belmont, Pismo Beach, Riverside, Santa Rosa, and Torrance. The Pismo Beach Code is concise. The Belmont Code is comprehensive. These codes may vary in form and content, but all focus on integrity and accountability. The purpose of these codes is to promote public confidence in local government by requiring public officials to adhere to high ethical and behavioral standards.

Staff recommends that the City Council review and discuss a proposed Code of Ethics and Conduct for Elected and Appointed Officials.

FISCAL IMPACT: Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discuss a Code of Ethics and Conduct for Elected and Appointed Officials

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: April 6, 2016

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RESOLUTION NO. 2014-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ADOPTING A CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, at the March 28, 2014 Council Priority Setting and Policy Workshop the City Council approved a list of policy modifications that they wanted to consider in order to improve the overall efficiency and effectiveness of the organization; and,

WHEREAS, as part of that action the Council indicated that they wanted to adopt a Code of Conduct for Elected Officials and for Boards and Commissions that would establish performance and conduct expectations; and,

WHEREAS, the proposed Code of Ethics and Conduct for Elected and Appointed Officials contains a section on ethical standards and a section on conduct which describes the manner in which officials should treat one another, City staff, the public and others with whom they may come in contact with while representing the City; and,

WHEREAS, the Code will be reviewed annually by the Council after the selection of the Mayor and Vice Mayor each year and then subsequently reviewed by the City's Boards and Commissions on an annual basis.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. To adopt the 2014 Code of Ethics and Conduct for Elected and Appointed Officials, attached as Exhibit A.

* * *

ADOPTED June 10, 2014, by the City of Belmont City Council by the following vote:

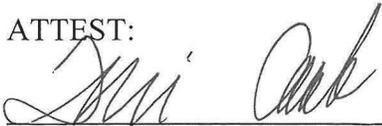
Ayes: Wright, Braunstein, Reed, Stone, Lieberman

Noes:

Absent:

Abstain:

ATTEST:



City Clerk



Mayor

APPROVED AS TO FORM:



City Attorney



City of Belmont

**Code of Ethics and Conduct
For
Elected and Appointed Officials**

*"Always do right. This will gratify some people and
astonish the rest."*

-- Mark Twain

Adopted June 10, 2014 by Resolution 2014-095

Policy Purpose

The Belmont City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed public officials conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Belmont's City government.

A. ETHICS

The citizens and businesses of Belmont are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed public officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Belmont and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Belmont City Council, Boards and Commissions.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of Belmont in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
7. **Communication.** For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the city attorney and reasonably cooperate with the city attorney to analyze the potential conflict. If advised by the city attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the city attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the city attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

11. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Commission or proceeding of the City, nor shall members of Boards and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Belmont, nor will they allow the inference that they do. Councilmembers and Board and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, Board/Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Belmont City government as outlined in the Belmont City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards and Commissions.** Because of the value of the independent advice of Boards and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which Councilmembers and Board and Commission members should treat one another, City staff, constituents, and others they come into contact with while representing the City of Belmont.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal

should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) *Avoid personal comments that could offend other members*

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

(d) *Demonstrate effective problem-solving approaches*

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Elected and Appointed Officials' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) *Be welcoming to speakers and treat them with care and gentleness.*

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) *Be fair and equitable in allocating public hearing time to individual speakers.*

The chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed additional time. If many speakers are anticipated, the chair may shorten the time limit and ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

(c) *Practice active listening*

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials. To express an opinion or pass judgment before the close of a public hearing casts doubt on a member's ability to conduct a fair review of the issue. This is particularly important when officials are making adjudicative decisions.
- (e) *Ask for clarification, but avoid debate and argument with the public*
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. **Elected and Appointed Officials' Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) *Treat all staff as professionals*
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- (b) *Do not disrupt City staff from their jobs*
Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.
- (c) *Never publicly criticize an individual employee*
Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the city manager or the Mayor.
- (d) *Do not get involved in administrative functions*
Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- (e) *Do not solicit political support from staff*
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

4. Council Conduct with Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- (a) *If attending a Board or Commission meeting, be careful to only express personal opinions*
Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- (b) *Limit contact with Board and Commission members to questions of clarification*
It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board or Commission members in order to clarify a position taken by the Board or Commission.
- (c) *Respect that Boards and Commissions serve the community, not individual Councilmembers*
The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."
- (d) *Be respectful of diverse opinions*
A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair and respectful of all citizens serving on Boards and Commissions.
- (e) *Keep political support away from public forums*
Board and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.
- (f) *No Attorney-Client Relationship*
Members shall not seek to establish an attorney-client relationship with the city attorney, including his or her staff and attorneys contacted to work on behalf of the City. The city

attorney represents the City and not individual members. Members who consult with the city attorney cannot enjoy or establish an attorney-client relationship with the attorney.

C. SANCTIONS

(a) *Acknowledgement of Code of Ethics and Conduct*

City Councilmembers who do not sign an acknowledgement that they have read, understand and agree to abide by this Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board and Commission members, who do not sign an acknowledgement that they have read, understand and agree to abide by this Code of Ethics and Conduct may be subject to removal from office.

(b) *Ethics Training for Local Officials*

City Councilmembers, City Treasurer, City Clerk, Board and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Councilmember Behavior and Conduct*

The Belmont Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Belmont City Council, Boards and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Belmont and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

(d) *Board and Commission Members Behavior and Conduct*

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board or Commission, the city clerk, the city attorney, the city manager, and the City Council.

The City Council may impose sanctions on Board and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board or Commission member conduct. Also, should the city manager or city attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the city manager or the city attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the city manager and the city attorney after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. IMPLEMENTATION

As an expression of the standards of conduct for members expected by the City, the Belmont Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read, understand and agree to abide by this Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards and Commissions, and updated it as necessary.

I affirm that I have read, understand and agree to abide by the City of Belmont Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

RESOLUTION NO. R-05-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PISMO BEACH ADOPTING A CODE OF ETHICS FOR CITY COUNCIL, BOARDS AND COMMISSION MEMBERS

WHEREAS, the Citizens of Pismo Beach are entitled to have fair, ethical and accountable local government; and

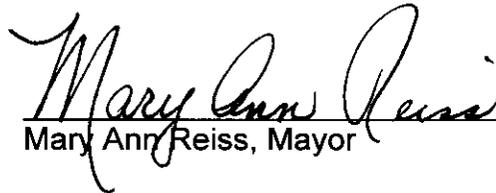
WHEREAS, Pismo Beach maintains a commitment to excellence and effective functioning of democratic government; and

WHEREAS, integrity of officials of local government is key to effective and fair operation of government.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Pismo Beach hereby adopts this Code of Ethics which pertains to members of the City Council and all members of the City Boards and Commissions and also to those vendors doing business with the City.

UPON MOTION OF Councilmember Natoli, seconded by Councilmember Rabenaldt, the foregoing resolution was passed, approved and adopted by the City Council of the City of Pismo Beach this 4th day of October, 2005, on the following roll call, to wit:

AYES: Councilmembers Natoli, Rabenaldt, Gonzales-Gee, Higginbotham and Mayor Reiss
 NOES: None
 ABSENT: None
 ABSTAIN: None


 Mary Ann Reiss, Mayor

ATTEST:


 Lori Grigsby, City Clerk

CODE OF ETHICS
For The City of Pismo Beach
Council, Boards and Commission Members

Adopted by the Pismo Beach City Council
Date approved – October 4, 2005

Preamble

All citizens and businesses of Pismo Beach are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Pismo Beach's commitment to excellence, the effective functioning of democratic government, therefore, requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for public good, not for personal gain;
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code of Ethics, as adopted by the Pismo Beach City Council pertains to members of the City Council and of the City's boards and commissions and to those vendors doing business with our city, to assure public confidence in the integrity of local government and its effective and fair operation.

1. Acts in the Public Interest

Members will work for the common good of the people of Pismo Beach and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Pismo Beach City Council, boards and commissions.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of California and the City of Pismo Beach in the performance of their public duties. These laws include but are not limited to: The United States and California constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government and adopted City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards and commissions, the public and staff.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the City Council by staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, members shall disclose investments, interests in real property, source of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors

Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members shall respect the confidentiality of information concerning property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

11. Use of Public Resources

Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Representation of Public Interests

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Pismo Beach, nor will they allow inference that they do.

14. Policy Role of Members

Members shall respect and adhere to the council-manager structure of Pismo Beach City government as outlined by the Pismo Beach Municipal Code. In this structure, the City Council determines the policies of the City, with the advice, information and analysis provided by the public, boards and commissions and City staff.

Except as provided by the City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place for the City employees and for the citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

17. Implementation

The Pismo Beach Code of Ethics is intended to be self-enforcing, and is an expression of standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understand the City of Pismo Beach Code of Ethics. The Code of Ethics shall be reviewed annually by the City Council, boards and commissions, and the City

Council shall consider recommendations from boards and commissions and update as necessary.

18. Compliance and Enforcement

The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restriction. Under the City's Municipal Code, the City Council may also remove members of boards and commissions from office. A violation of this Code of Ethics shall not be considered as a basis for challenging the validity of a council, board or commission decision.

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RESOLUTION NO. 22461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, ESTABLISHING A CODE OF ETHICS AND CONDUCT FOR ELECTED OFFICIALS AND MEMBERS OF APPOINTED BOARDS, COMMISSIONS AND COMMITTEES, AND REPEALING RESOLUTION NO. 22318.

WHEREAS, on November 2, 2004, Measure DD was approved by the voters of the City of Riverside, thereby adding Section 202 to the Riverside City Charter; and

WHEREAS, the City Council desires to further amend the Code of Ethics and Conduct.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside that the following shall be the Code of Ethics and Conduct for all elected officials and members of appointed boards, commissions, and committees for the City of Riverside.

I

PREAMBLE

The people of the City of Riverside, at an election held on November 2, 2004, approved an amendment to the City Charter of the City of Riverside which states: "The City of Riverside shall adopt a Code of Ethics and Conduct for elected officials and members of appointed boards, commissions, and committees which shall assure public confidence in the integrity of local government and its effective and fair operation." To assure public confidence in and ensure effective and fair operation of the local government of the City of Riverside the following Code of Ethics and Conduct is hereby adopted by the City of Riverside.

II

CODE PROVISIONSA. Purpose

The purpose of this code is to achieve fair, ethical, and accountable local government for the City of Riverside. The people of Riverside expect public officials, both elected and appointed, to comply with both the letter and the spirit of the laws of the State of California, the United States of America and the Charter, Municipal Code, and established policies of the City of Riverside affecting the operations of local government. In addition, public officials are

1 expected to comply with the provisions of this Code of Ethics and Conduct established pursuant
2 to the expressed will of the people. All persons covered by this code will aspire to meet the
3 highest ethical standards in the conduct of their responsibility as an elected or appointed official
4 of the City of Riverside.

5 B. Scope

6 The provisions of this Code of Ethics and Conduct shall apply to the Mayor and members
7 of the City Council, and to all members of the boards, commissions, and committees appointed
8 by the City Council or the Mayor or the Mayor and City Council, including any *ad hoc*
9 committees. The provisions of this code shall also apply to all members of committees
10 appointed by individual members of the City Council or by Department Heads.

11 Further, the provisions of this code shall apply to the Mayor and Members of the City
12 Council at all times during their term of office as elected officials of the City of Riverside.
13 However, the provisions of this code shall apply to the appointed officials only while they are
14 acting in their official capacities and in the discharge of their duties.

15 C. Core Values

16 The people of the City of Riverside share a set of core values that constitute the guiding
17 principles for the establishment of this code. These core values are expressed in the following
18 aspirations:

- 19 (1) To create a government that is trusted by everyone.
- 20 (2) To make decisions that are unbiased, fair, and honest.
- 21 (3) To use public office for service to the public good and not for personal or private
22 gain.
- 23 (4) To ensure that everyone is treated with respect and in a just and fair manner.
- 24 (5) To create a community that affirms the value of diversity.
- 25 (6) To ensure that all public decisions are well informed, independent, and in the best
26 interests of the City of Riverside.
- 27 (7) To maintain a nonpartisan and civic minded local government.
- 28 (8) To ensure that all officials are adequately prepared for the duties of their office.

1 (9) To ensure that members of appointed boards, commissions, and committees make a
2 diligent effort to attend all regularly scheduled meetings of their board, commission, or
3 committee.

4 (10) To ensure that neither the Mayor nor any member of the City Council unduly
5 influence members of appointed boards, commissions and committees.

6 Based upon these core values, it is the City of Riverside's intent to establish through this
7 Code of Ethics and Conduct, a level of reasonable expectations of behavior for elected and
8 appointed public officials.

9 D. Core Values Defined

10 (1) Creating Trust of Local Government.

11 The elected and appointed officials of the City of Riverside shall aspire to operate the
12 City government and exercise their responsibilities in a manner which creates a trust in their
13 decisions and the manner of delivery of programs through the local government. The officials
14 shall aspire to create a transparent decision making process by providing easy access to all public
15 information about actual or potential conflicts between their private interests and their public
16 responsibilities. The officials shall aspire to make themselves available to the people of the city
17 to hear and understand their concerns. They shall aspire to make every effort to ensure that they
18 have accurate information to guide their decisions and to share all public information with the
19 community to ensure the community's understanding of the basis of the officials' decisions.

20 (2) Making Unbiased, Fair, and Honest Decisions.

21 The elected and appointed officials of the City of Riverside shall aspire to ensure that
22 their decisions are viewed as unbiased, fair, and honest. They shall strive to avoid participation in
23 all decisions which create a real or perceived conflict of interest and to disclose any personal
24 interest that would be perceived to be in conflict with the fair and impartial exercise of their
25 responsibilities. They will not accept gifts or favors which might compromise the independence
26 of their judgments or actions or give the appearance of being compromised.

27 (3) Use of Office for Service to the Public Good and Not for Personal or Private
28 Gain.

1 The elected and appointed officials of the City of Riverside have a responsibility to use
2 the benefits of public office exclusively for the public purpose for which it was created. Elected
3 and appointed officials shall not use the Office for personal or private gain except for as allowed
4 by statute. Therefore, acceptances of gifts shall otherwise be consistent with the requirements
5 and limitations allowable by state law. Elected and appointment officials shall refrain from the
6 following: (1) accepting gifts or favors that may compromise independent judgment or give the
7 appearance of compromised judgment; (2) using official title for matters other than the official
8 conduct of the office; and (3) engaging in decisions which would affect the level of
9 compensation received for service except as otherwise required or allowable by law.

10 (4) Treating Everyone with Respect and in a Just and Fair Manner.

11 The elected and appointed officials of the City of Riverside have a responsibility to make
12 extraordinary attempts to treat all people, including city staff, in a manner which would be
13 considered just and fair. They shall strive to value and encourage input from members of the
14 community and encourage open and free discussion of public issues. They shall strive to have all
15 persons treated with respect as they come before the body on which they serve. They shall aspire
16 to create an atmosphere of genuine interest in the point of view expressed by members of the
17 community even if it differs from their own.

18 (5) Creating a Community that Affirms the Value of Diversity.

19 The elected and appointed officials of the City of Riverside shall aspire to recognize and
20 affirm the value of all persons, families, and communities within the City of Riverside. They will
21 encourage full participation of all persons and groups, be aware and observe important
22 celebrations and events which reflect the values of our diverse population, and provide assistance
23 for those who find it difficult to participate due to language barriers or disabilities.

24 (6) Ensuring that all Public Decisions are Well Informed, Independent, and in the
25 Best Interests of the City of Riverside.

26 The elected and appointed officials of the City of Riverside will encourage and support
27 research and information gathering from verifiable sources. They will seek to ensure that
28 information provided by the City Government to the public is accurate and clear. They will

1 ensure that all information utilized in the decision making process, except that which by law is
2 confidential, will be shared with the public.

3 (7) Maintaining a Nonpartisan and Civic Minded Local Government.

4 The elected and appointed officials of the City of Riverside shall affirm the value of a
5 nonpartisan council-manager form of government.

6 (8) Ensuring that All Officials are Prepared for the Exercise of their Duties.

7 The elected and appointed officials shall commit to participation in all orientation and
8 training sessions which are presented to ensure our full preparation for the exercise of their
9 public duties.

10 (9) Ensuring Impartiality When Acting in a Quasi-Judicial Capacity.

11 Whenever the members of a board, commission or committee participate in a matter, the
12 subject of which will be subsequently heard by the City Council, the members shall not contact
13 the Mayor and/or any members of the City Council for the purpose of influencing the City
14 Council's decision.

15 (10) Ensuring Against Undue Influence.

16 Neither the Mayor nor any member of the City Council shall contact a board, commission
17 or committee member at any time for the purpose of influencing that member with respect to the
18 discharge of his/her official duties.

19 III

20 IMPLEMENTATION OF THE CODE

21 A. Implementation, Monitoring and Oversight

22 Monitoring and oversight are essential to ensure this Code of Ethics and Conduct is
23 effectively implemented. The objectives of this implementation effort shall include:

24 All persons covered by this code must be aware of its provisions.

25 All persons covered by this code shall have resources available to clarify expectations in
26 situations where they feel a potential area of noncompliance may exist.

27 All bodies covered by the code shall adopt rules of procedure which include the
28 provisions of this code.

1 Annual review shall be conducted to ensure the code is being applied in a fair and
2 effective manner.

3 Annual review shall be conducted by the City Council at a regular meeting.

4 To achieve these objectives the following mechanisms should be utilized.

5 1. All new members of the City Council, upon election or reelection, and members
6 of boards, commissions, and committees appointed by the Mayor, City Council, Mayor and City
7 Council, individual members of the City Council, or Department Head, upon appointment or
8 reappointment, shall be given a copy of the code and required to affirm in writing they have
9 received the code and understand its provisions. (See Attachment A).

10 2. All new members of the City Council and boards, commissions, and committees shall
11 be provided a training session which shall clarify the provisions and application of the code.
12 These sessions shall be coordinated by the City Manager, City Attorney and City Clerk through
13 the Mayor's Office.

14 3. The City Attorney, or his or her designee, shall serve as a resource person to those
15 persons covered by the code to assist them in determination of appropriate actions consistent
16 with the code.

17 4. Complaints from members of the public regarding elected or appointed officials shall
18 be submitted on the complaint form available from the City Clerk. Complaints concerning
19 Section II, D(4), herein, shall be presented by the person who claims to be treated in a manner
20 inconsistent with that Section. Complaints shall be filed with the City Clerk within 180 days of
21 discovery of an alleged violation of the Code of Ethics and Conduct. "Discovery" is defined as
22 when the complainant knew or reasonably should have known or discovered evidence of the
23 alleged violation through the exercise of reasonable diligence.

24 Upon receipt of the complaint form, the City Clerk and City Attorney will review the
25 submittal for completeness only. Any issue of timeliness will be resolved by the adjudicating
26 body, and, if there is an appeal, by the City Council. Once the filing is deemed complete, the
27 City Clerk will schedule the complaint concerning the elected official for a hearing before the
28 adjudicating body as soon as practicable and notify both parties. For complaints against

1 members of boards, commissions and committees, the City Clerk will forward the matter to the
2 appropriate board, commission or committee chair for informal resolution if so requested by the
3 complainant. If the matter is not resolved, or if the complainant did not request to seek an
4 informal resolution, the City Clerk will schedule the complaint for a hearing before the
5 adjudicating body as soon as practicable and notify both parties.

6 The adjudicating body shall consist of five members and one alternate chosen from the
7 chairpersons of the City's boards and commissions selected by lot by the City Clerk. No
8 chairperson shall serve who is from the same ward as the elected official to which the complaint
9 concerns. The City Clerk will notify both parties of the hearing date, place and time at least
10 fourteen (14) days in advance of the hearing. The adjudicating body shall hear all timely filed
11 complaints and attempt to resolve each complaint on its merits.

12 Following the hearing, the City Clerk will notify both parties, in writing, of the
13 adjudicating body's decision and the appeal process. The decision of the adjudicating body may
14 be appealed by either party by submitting such appeal in writing to the City Clerk within seven
15 (7) days of the adjudicating body's decision. If no appeal is received within seven (7) days, the
16 matter is concluded. If appealed within seven (7) days, the City Clerk will schedule the appeal
17 before the City Council and notify both parties at least fourteen (14) days in advance of the
18 hearing.

19 The record on appeal will consist of a transcript of the hearing before the adjudicating
20 body as well as all documentary evidence submitted at the hearing. No new evidence will be
21 considered. The City Council will review the record and will disturb the adjudicating body's
22 decision only upon a showing of clear error or abuse of discretion.

23 The City Clerk will notify both parties in writing of the City Council's findings and
24 determination. The determination of the City Council is final and there is no further right to
25 appeal. The hearing and appeal process shall be concluded if at all possible, within ninety (90)
26 days of the complaint being determined to be complete. Complaints and any supporting
27 documentation shall be retained for a period of at least two (2) years.

28 5. The chair of each body covered by this code is responsible to intervene and provide

1 appropriate guidance to members and, if need be, communicate concerns to the City Council.

2 6. In September of each year, the Mayor, the City Manager, the City Attorney and the
3 chairs of all Boards and Commissions shall meet with the Governmental Affairs Committee of
4 the City Council to assess the effectiveness of this code and its application. They shall present a
5 report to the City Council which may include recommendations for the inclusion of new values
6 or procedures. Prior to the annual Governmental Affairs Committee meeting, every Board and
7 Commission is encouraged to agendize and discuss the Code and submit any recommendations
8 for the Committee's consideration.

9 7. In September of each year, the City Council shall hold a public hearing on its
10 evening agenda at a regularly scheduled meeting, and shall review the report and make an
11 independent evaluation of the effectiveness of the Code of Ethics and Conduct.

12 B. Enforcement and Sanctions

13 It is the intention that this code be self enforcing. However, it is recognized that there
14 may be instances where even after receiving guidance and counsel, a person may continue to
15 violate the Code's provisions. In those cases sanctions would apply and would occur in a public
16 meeting.

17 (1) Mayor - City Council

18 The sanctions that would apply by action of the City Council would be:

19 (a) Public censure of a member.

20 The ultimate sanction of removal from office would lie in the hands of the
21 electorate.

22 (2) Boards and Commissions

23 (a) Public censure by the Board or Commission.

24 (b) Public censure by the Mayor and City Council.

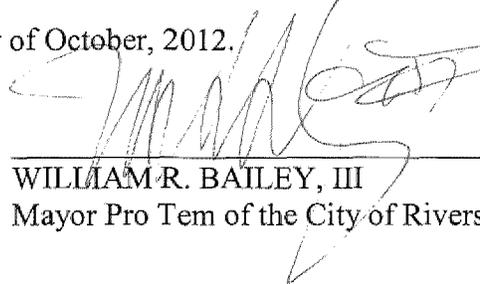
25 (c) Removal from office by the Mayor and City Council.

26 Ultimately, the responsibility for the enforcement of this Code of Ethics and Conduct lies
27 with the Mayor and City Council as they represent the will of the people of the City of Riverside.
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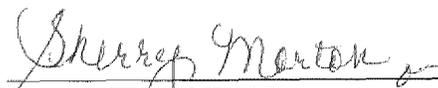
BE IT FURTHER RESOLVED that Resolution No. 22318 is hereby repealed.

ADOPTED by the City Council this 9th day of October, 2012.



WILLIAM R. BAILEY, III
Mayor Pro Tem of the City of Riverside

Attest:


COLLEEN J. NICOL
City Clerk of the City of Riverside

I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly adopted at a meeting of the City Council of said City at its meeting held on the 9th day of October, 2012 by the following vote, to wit:

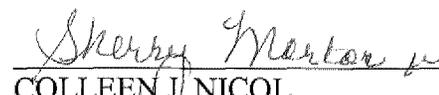
Ayes: Councilmembers Gardner, Melendrez, Bailey, Mac Arthur, Hart, and
and Adams

Noes: Councilmember Davis

Absent: None

Disqualified: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 11th day of October, 2012.


COLLEEN J. NICOL
City Clerk of the City of Riverside

[12-1697]
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ATTACHMENT A

City of Riverside
Code of Ethics and Conduct
Officials' Certification

As a newly elected, appointed, or reappointed official of the City of Riverside, California, I herein certify that I have received a copy of the Code of Ethics and Conduct of the City of Riverside, have been offered training and assistance in understanding this Code, and am aware of the provisions of the Code and its application to my responsibilities. Consistent with the Code, I pledge the following in the conduct of my duties.

As an elected/appointed official, I will aspire:

1. To create a government that is trusted by everyone.
2. To make decisions that are unbiased, fair, and honest.
3. To use my public office for service to the public good and not for personal or private gain.
4. To ensure that I treat everyone with respect and in a just and fair manner.
5. To create a community that affirms the value of diversity.
6. To ensure that all public decisions I make are well informed, independent, and in the best interests of the City of Riverside.
7. To maintain a nonpartisan and civic minded local government.
8. To be adequately prepared for the duties of my office.
9. To make a diligent effort to attend all regularly scheduled meetings of the board, commission, or committee.

Signed this _____ day of _____, _____.

Name

Signature

Office

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
CODE OF CONDUCT FOR COUNCILMEMBERS, AND BOARD AND COMMISSION MEMBERS	000-51	June 10, 2014	Page 1 of 4

BACKGROUND:

The City of Santa Rosa is interested in establishing a framework for day-to-day actions and decision making by Councilmembers, and Board and Commission members.

PURPOSE:

To establish a Code of Conduct to:

- a. To increase public confidence in City government; and
- b. To assist Councilmembers, and Board and Commission members with decision-making; and
- c. To encourage high standards of behavior by Councilmembers, Board and Commission members.

POLICY:

CODE OF CONDUCT OF THE COUNCIL AND THE BOARDS AND COMMISSIONS OF THE CITY OF SANTA ROSA

A. ETHICAL CONSIDERATIONS

1. Comply with the Law. Councilmember and Board and Commission members shall comply with all applicable laws in the performance of their public duties.
2. Conduct of Councilmembers, Board and Commission members. The professional and personal conduct of members must be above reproach and avoid the appearance of impropriety. While it is understood that Councilmembers, and Board and Commission members enjoy First Amendment rights, they should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, Boards, Commissions, staff, or the public that is intended to disrupt and not further the City's business.
3. Respect for Process. Councilmembers, and Board and Commission members shall perform their duties in accordance with the processes and rules of order established by Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the Council by City staff.

Reaffirmed by Resolution No. 28485-B
Adopted by Resolution No. 26482

Dated: June 10, 2014
Dated: February 7, 2006

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
CODE OF CONDUCT FOR COUNCILMEMBERS, AND BOARD AND COMMISSION MEMBERS	000-51	June 10, 2014	Page 2 of 4

4. Decisions based on Merit. Councilmembers and Boards and Commission members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
5. Gifts and Favors. Councilmembers and Board and Commission members shall follow the laws that apply to the acceptance of gifts or favors by a public official.
6. Confidential Information. Councilmembers and Board and Commission members shall respect the confidentiality of information concerning the property, personnel or legal affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
7. Use of Public Resources. Councilmembers and Board and Commission members shall not use public resources, such as staff time, equipment, supplies or facilities for private gain or personal purposes.
8. Advocacy. Councilmember and Board and Commission members shall represent the official policies or positions of the Council, Board or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Councilmembers and Board and Commission members shall explicitly state they do not represent the position of the entire Council, the Board or the Commission.
9. Positive Work Place Environment. Councilmembers and Board and Commission members shall support the maintenance of a positive and constructive work place environment for City staff, private citizens and businesses dealing with the City. Councilmembers and Board and Commission members shall recognize their roles in individual dealings with City staff.

B. GENERAL REQUIREMENTS FOR ALL COUNCILMEMBERS AND BOARD AND COMMISSION MEMBERS

All members of the Council, including those serving as Mayor and Vice Mayor, and Board and Commission members have equal votes. No Councilmember, nor Board or Commission member has more power than any other, and all shall be treated with respect. Councilmembers and Board and Commission members shall:

1. Demonstrate honesty and integrity.

Reaffirmed by Resolution No. 28485-B
Adopted by Resolution No. 26482

Dated: June 10, 2014
Dated: February 7, 2006

COUNCIL POLICY			
Subject:	Policy Number	Effective Date	Number of Pages
CODE OF CONDUCT FOR COUNCILMEMBERS, AND BOARD AND COMMISSION MEMBERS	000-51	June 10, 2014	Page 3 of 4

2. Work for the City's best interest and not personal interest.
3. Prepare in advance of Council, Board or Commission meetings, and be familiar with issues on the agenda.
4. Fully participate in Council, Board or Commission meetings and other public forums while demonstrating respect, consideration, and courtesy to others.
5. Become familiar with Council Rules of Procedure and this Code of Conduct.
6. Be responsible for the highest standards of respect, Council Policies, civility, and honesty in ensuring the effective maintenance of intergovernmental relations.
7. When communicating with representatives of other governmental entities or constituents, indicate, if appropriate, that the views are their own, and may not represent those of the entire Council, Board or Commission.

C. COUNCILMEMBERS AND BOARD AND COMMISSION MEMBERS CONDUCT WITH ONE ANOTHER

Councils, Boards and Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Council, Boards or Commissions may "agree to disagree" on contentious issues.

1. In Public Meetings:
 - a. Practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.
 - b. Honor the role of the Mayor or Chair in maintaining order and equity. Respect the Mayor or Chair's efforts to focus discussion on current agenda items. Objections to the Mayor or Chair's actions should be voiced politely and with reason.
 - c. Demonstrate effective problem-solving approaches. Councilmembers and Board and Commission members have a public forum to show how individuals with different points of view can often find common ground and seek a compromise that benefits the community as a whole. Councilmembers and Board and Commission members are role models for residents, business people and other stakeholders involved in public debate.

Reaffirmed by Resolution No. 28485-B
Adopted by Resolution No. 26482

Dated: June 10, 2014
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COUNCIL POLICY			
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CODE OF CONDUCT FOR COUNCILMEMBERS, AND BOARD AND COMMISSION MEMBERS	000-51	June 10, 2014	Page 4 of 4

- d. Be respectful of other people's time. Stay focused and act efficiently during public meetings.
2. In Private Encounters:
Treat others with respect to maintain public confidence in governmental affairs.

D. PROCEDURAL CONSIDERATIONS

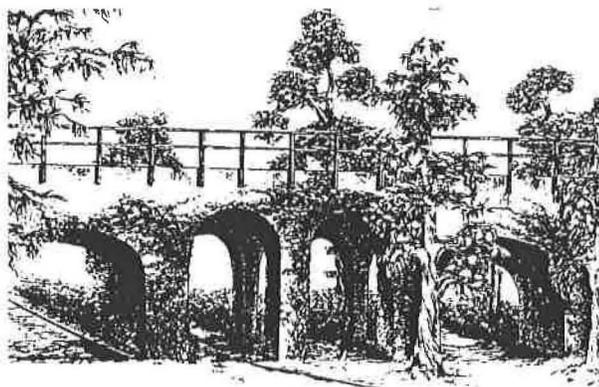
1. Commit not to politicize procedural issues (e.g. minutes approval or agenda order) for strategic purposes.
2. For Councilmembers, endeavor to submit questions to the City Manager on Council agenda items ahead of the meeting so that staff can be prepared to respond at the Council meeting. For Board and Commission members, endeavor to submit questions to assigned City staff ahead of the meeting so that staff can be prepared to respond at the Board or Commission meeting. Any clarifications or technical questions that can be readily answered should be handled before the meeting.
3. The Mayor will work with the City Manager and City Attorney at the agenda meetings. The purpose shall be: (a) to allow for an orderly agenda; (b) to identify any issues or questions that may need greater staff preparation for the meeting; and (c) to discuss future agenda meetings.

- E. ENFORCEMENT.** Councilmembers and Board and Commission members have the primary responsibility to assure that this Code of Conduct is followed, so that the public can continue to have full confidence in the integrity of government. As an expression of the standards of conduct expected by the City for Councilmembers and Board and Commission members, the Code of Conduct is intended to be self-enforcing. It will be most effective when Councilmembers and Board and Commission members are thoroughly familiar with it and embrace its provisions. In addition, the Code of Conduct shall be reviewed and updated as necessary.

City of Torrance

Code of Ethics

For
Elected Officials
Appointed Officials
Candidates for Elective Office



Adopted April 1, 2008
Amended by
Resolution 2011-92 - October 18, 2011

Preamble

"The ethical person should do more than he is required to do and less than he is allowed to do."

*Michael Josephson
Founder of the Josephson Institute of Ethics*

Ethical behavior is the cornerstone for all aspects of city government. The Torrance City Council reinforces the City's commitment to ethical government by adopting the letter and spirit of this Code of Ethics. It was built around the values that have been embraced by those devoted public servants who have served the public so well. The Code's aim is to affirm an identity of Excellence and Integrity for our City's government through our citizens, our employees and our dealings with other communities.

The Code provides guidance in making the right ethical decisions in the conduct of City business. It goes beyond the many laws, rules and regulations that already exist. This Code takes Torrance to the next level of public trust by providing standards of conduct expected of those engaged in City business.

The Code applies to all who represent our City's government. It includes all elected and appointed officials, citizens campaigning for elective office, city employees and others who participate in city government. As representatives of the City, all are required to subscribe to and understand how the Code applies to them. All must agree to practice the values expressed in the Code in day-to-day service to the City.

Code of Conduct

This Code of Conduct provides a framework for making ethical decisions. It should assist people in doing the right thing by identifying not just appropriate behavior but also actions to be avoided.

This framework is expressed in the Values and Standards, which follow.

Values

Honesty

Respect

Responsibility

Transparency

Trust

Standards

Honesty

- I am committed to doing the right thing.
- I speak the truth – even if it is uncomfortable – I am sincere, candid and keep confidences.
- I make decisions based solely on the best interests of the City of Torrance and recuse myself at any instance of potential conflict.

Respect

- I treat my fellow officials, staff and the public with courtesy, compassion and civility, even when we disagree on what is best for the community.
- I actively listen, ask questions, seek diverse opinions and participate in value-added discussion for the purpose of consensus building.
- I respect the right of all employees and the public to fair treatment and equal opportunity, free from discrimination or harassment of any sort.
- I accept individual differences and beliefs without prejudice and judge others based on their character, ability and conduct.
- I gain personal value by respecting others' ideas, diversity, skills and knowledge.

Responsibility

- I take responsibility for my actions regardless of their outcome.
- I am a prudent steward of public resources and consider the impact of my decisions on the City and the community.
- I prepare for meetings, read provided material, research issues and make informed decisions.
- I encourage others to act responsibly by the example I set.
- I never excuse or ignore inappropriate activities.

Transparency

- I will be open in all activities in which I am engaged, making every attempt to keep the public aware.
- I will not maintain nor support any hidden agenda and my decisions/ actions will be based solely on the merits of the matter before me.
- I understand that public perception is important and recognize that I am ethically bound to do more than is required of me and less than is allowed by law.
- I will view my conduct through the eyes of those watching my actions to build and maintain the public's confidence.

Trust

- I will ensure that all my communications, interactions and transactions are open, honest, accurate and have the best interest of the City and the residents in mind.
- I will be fair, impartial and equitable when making decisions, avoiding the temptation to favor those who have supported me and disfavor those who have not.
- I will uphold the public trust by never using City assets, information or relationships for personal gain.

Commitment to Integrity

As a Public Official, elected or appointed, and/or as a candidate for public office or a member of a Board or Commission, I agree to uphold and operate by the Code of Conduct and Code of Ethics for elected and appointed officials adopted by the City Council and sign my name below with full understanding of the expectations that the Citizens of Torrance hold for me.

I will conduct myself according to the Values outlined in the Code of Ethics as I carry out business for the City, represent the City to the public and in my workings with other elected and appointed officials both within the City of Torrance and with other Agencies;

I will embrace the Standards included in the City of Torrance Code of Ethics and use them as guiding principles to assist me in conducting myself as a representative of the City of Torrance;

I am committed to acting with Honesty and integrity;

I will treat people with Respect;

I will take Responsibility for my actions;

I will act with Transparency as I do the City's business;

I will uphold the public Trust.

I have received and read the City of Torrance Code of Ethics for Elected Officials, Appointed Officials, and Candidates for Elective Office and fully understand the principles as set forth and agree to abide by them.

Signed this date _____

by (print and sign)

Name of Office _____

Commitment to Integrity

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Signed this date _____

by (print and sign)

Name of Office _____

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

SUBJECT:

A Discussion Of The Ridgecrest City Council In Regards To The Water Use Of The Fountain Located At The City Hall/Kerr McGee Community Center Complex.

PRESENTED BY:

Jason Patin

SUMMARY:

In light of the current draught situation in the state of California the Honorable Mayor of the City of Ridgecrest Peggy Breeden has requested that the City Council discuss the amount of water used by the fountain located at the city hall/Kerr McGee Community Center complex.

Staff recommends no action be taken and the fountain remain operable.

FISCAL IMPACT: No fiscal impact

Reviewed by Finance Director

ACTION REQUESTED:

Staff recommends no action be taken.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Jason Patin
(Rev. 02/13/12)

Action Date: April 6, 2016

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