



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

**AGENDA**

**Wednesday**

**Regular**

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

**March 2, 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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LAST ORDINANCE NO. 16-01  
LAST RESOLUTION CITY COUNCIL NO. 16-12

## **CITY OF RIDGECREST**

### **CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY**

#### **AGENDA**

Regular Council  
Wednesday March 2, 2016

#### **CITY COUNCIL CHAMBERS CITY HALL**

100 West California Avenue  
Ridgecrest, CA 93555

#### **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>

Pursuant To California Government Code 54953 (B) (1) An Additional Call In Location Has Been Established For Council Members Who Will Attend This Meeting via Teleconference At Townplace Suites Marriott, 1800 Zumbahl Rd., St. Charles, MO 63303

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

## CITY ATTORNEY REPORT

- Closed Session
- Other

## PRESENTATIONS

1. Presentation Of Employee Service Awards Council
2. Presentation By The Ridgecrest Area Convention And Visitors Bureau Of Annual Petroglyph Festival Report Ford
3. Presentation By The Ridgecrest Area Convention And Visitors Bureau Of The Annual Financial Report Ford

## PUBLIC COMMENT

## COUNCIL ANNOUNCEMENTS

## CONSENT CALENDAR

4. Adopt Resolutions Approving Compensation Plans For Mid-Management And Confidential Unrepresented Groups Of Employees Staheli
5. Adopt A Resolution For Change Order Number One To The Professional Service Agreement In The Amount Of Thirty-Eight Thousand Five Hundred Forty Two Dollars (\$38,542.00) With The Engineer Of Record, Willdan Engineering, For Additional Design, Right Of Way And Easement Acquisition Services On The Downs Street Widening Project, And Authorize The City Manager, Dennis Speer, To Execute Change Order Number One Speer
6. Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering To Provide Construction Management In The Amount Of Fifty-One Thousand Six Hundred Thirty-Five Dollars (\$51,635.00) For The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road And Authorize The City Manager, Dennis Speer, To Sign The Agreement Speer
7. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving The 2016 City Of Ridgecrest Federal Drug And Alcohol Testing Policies And Guidelines And Rescinding Resolution No. 12-68 Speer
8. Adopt A Resolution Of The Ridgecrest City Council Authorizing Submittal Of Application For Payment Programs And Related Authorizations Parsons

9. Adopt A Resolution Approving Contract Change Order Number Two For The Amount Of Nine Thousand Sixteen Dollars (\$9,016.00) With The Contractor, JTS Construction, For The Kerr Mcgee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number Two Patin
10. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving The Purchase And Installation Of Sliding Entrance Doors And The Electrical Work Required For The New Electrical Doors At Pinney Pool In The Amount Of Nine Thousand Five Hundred Fifty Eight Dollars (\$9,558.00) With The Contractor American Automatic Doors Inc. And Tripp Electric. And Authorize The City Manager, Dennis Speer To Sign Authorizing Park Impact Fees To Be Used For This Project Patin
11. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated February 17, 2016 Ford

#### **PUBLIC HEARING**

12. A Public Hearing And Resolution Of The Ridgecrest City Council Establishing A Finding For Unmet Transit Needs That Are Reasonable To Meet With The Public Transportation System Speer

#### **DISCUSSION AND OTHER ACTION ITEMS**

13. Discussion Of The Grand Jury Final Report Concerning The City Of Ridgecrest And Joint Powers Authorities Speer
14. Discussion Of Vendor Advertisements On Military Banners Breeden

#### **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: 4<sup>th</sup> Wednesday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

##### **Infrastructure Committee**

Members: Jim Sanders; Mike Mower  
Meeting: 4<sup>th</sup> 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: 1<sup>st</sup> 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: 1<sup>st</sup> 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: 2<sup>nd</sup> 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: 3<sup>rd</sup> Tuesday every other month at 4:00 p.m. as needed  
Location: Kerr McGee Center Meeting Rooms

**Ridgecrest Area Convention And Visitors Bureau (RACVB)**

Members: Lori Acton and Eddie Thomas  
Meetings: 1<sup>st</sup> 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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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/  
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

**SUBJECT:**

Service Award Presentations

**PRESENTED BY:**

Mayor and City Council members

**SUMMARY:**

Service recognition awards presented by the Ridgecrest City Council to employees who have reached milestones of five (5) or more years of employment during the fourth quarter (October - December) 2015 with the City of Ridgecrest.

30 Years

Ronald Strand

10 Years

William Mills

5 Years

Harold Jacobson

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Presentation of certificates to the employees by City Council members.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Present Service Awards

Submitted by: Ricca Charlon

Action Date: March 2, 2016

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**2<sup>nd</sup> Annual  
Petroglyph Education Festival  
November 6 – 8, 2015**

Presentation to the Ridgecrest City Council

March 2, 2016

Presented by: Harris Brokke, Chairman  
Petroglyph Education Foundation

Doug Lueck, Executive Director  
RACVB & Film Commission

# Contents

- List of Venues
- Information on each venue
- Vendors Comments
- Merchants Comment
- Lessons Learned
- Financial Impact to the City and local businesses

# List of Venues

Dinner/Dance Kickoff

Education Component

Petroglyph Tours

PowWow

Street Fair

Gem and Mineral Show

Community Days

# Dinner/Dance Kickoff

- Held at the Historic USO Building
- November 6, 2015 from 6 – 9 pm
- Sponsored by the Optimist Club
- 100 BBQ meals served
- 125 attendees
- Live Band

# Education Component

Provided training on Petroglyphs to approximately 450 kids from the 8<sup>th</sup> grade. Covered topics like

- History of the creation of the Petroglyphs by Native Americans
- Kids created on paper several Petroglyphs and interpreted the meaning of the Petroglyphs
- Discussed proper care of the environment to avoid damaging the Petroglyphs
- Lunches were provided for the kids
- Appreciated a visit by Shannon Grove

# Petroglyph Tours

- Tours to Little Petroglyph Canyon on Nov 7<sup>th</sup> & 8<sup>th</sup>
- Approximately 180 visitors took the tour
  - Used 3 vans with each van doing 2 tours per day
  - Base personnel on each van to cover do's/don'ts
  - Base and Museum escorts at Little Petroglyph Canyon to serve as escorts
  - Abbreviated tours due to time constraints
  - Excellent feedback from the guests

# Inter Tribal PowWow

- Attended by approximately 5,000 people for the weekend
- Participation by 8 to 10 Native American groups
- 150 performers – 100 on Sat. and 50 on Sun.
- Served 2000 Hog Fry and Indian Taco meals
- 23 Vendor booths

# Balsam Street Fair

- 9,500 attendees for the weekend
- 98 Vendor booths
- 35 entries in the car show
- Approximately 300 participated in wine walk
- 7 wineries participated

# Gem and Mineral Show

- Held at the Fairgrounds on Nov 6 & 7
- Approximately 2,000 attendees

# Community Days

- Held on Base on Saturday November 6
- Approximately 3,500 visitors
- 10 organizations (base related) serving refreshments

# Lectures at the Old Town Theater

- 7 Lectures on Saturday and 5 on Sunday
- Topics included:
  - Desert Art League
  - Nuui Cunni
  - China Lake Photographic Society
  - Death Valley
  - “Talking Stone, Rock Art of the Cosos”
  - Buffalo Man
- 175 visitors in attendance

# Vendor Survey Results

1. Event size expected - 76% Yes, 24% No
2. Crowd size expected - 60% Yes, 40% No
3. Sales expected - 16% More, 32% Yes, 52% No
4. Will return next yr - 44% Yes, 40% Maybe, 12% No

## 5. Comments:

Larger booth space

Advertise outside R/C

Not enough artists

Group related booths

Mark venues better

Benches for seating

One day event

Vendors not selling items

Open too late

Not all vendors on Balsam

# Merchants Survey Results

1. Biz traffic – Equal split of less, same, more than last yr
2. Biz sales vs last yr - 50% less, 25% same, 25% more
3. Was event positive for the area - 78% yes, 22% no
4. Was event positive for my biz – 60% yes, 40% no

## Positive comments

Community spirit

Awareness of biz

Foot traffic

Something to do

Get people to R/C

Food vendors

Petro tours available

# Negative Merchant Comments

Lack of parking for biz	Events to spread out
Have event on Sat. only	No seating for vendors
Open too late on Sat.	Quality of vendors
Location of porta potties	Add more electric outlets
Need more flyers out	All vendors on Balsam
More Petroglyph tours	Too many events
Need more out of town vendors	
Winewalk shouldn't overlap	

# Metrics

- Marketed event to 88 million viewers – primarily in the Southwest part of the United States
- On 200 radio stations and 3 TV stations
- Numerous magazines and newspapers

# Lessons Learned

- Too many venues for a single weekend
- Have three separate weekends
  - Education Component
  - PowWow
  - Petroglyph Festival
- Consider not having Community Days

# Financial Impact of the Festival

	Nov 2013	Nov 2014	Nov 2015
TOT Tax	\$85.7k	\$102.4k	\$115.4k
RTID	\$17.1k	\$20.5k	\$23.1k
Hotel Rev	\$857k	\$1,024k	\$1,154k
Other Biz	\$2,140k	\$2,557k	\$2,882k

2.5 to 1 ratio - Other Biz revenue to Hotel revenue

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**3**

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## Your Tourism & Film Commission

P.O. Box 1838 Ridgecrest CA 93556  
760/375-8202 • 800/847-4830  
Fax 760/375-9850

**Ridgecrest Area Convention & Visitor's Bureau  
Ridgecrest Regional Film Commission  
Ridgecrest Tourism Improvement District**

### **2014-2015 Annual Report Fiscal Year Ending September 30, 2015**

The Annual Report of the Ridgecrest Area Convention & Visitor's Bureau (RACVB) as the owner's association of the Ridgecrest Tourism Improvement District for FY 2014-2015 is presented to the City Council for its review and acceptance in accordance with Section 36650 of the Health & Safety Code.

Pursuant to the requirements, the RACVB did file with the City Clerk after the end of the associations' fiscal year a copy of the report required by Section 36650 (b). The City Council may approve the report as filed by the owners' association or may modify any particular item contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The report shall contain all of the following information:

- 1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- 2) The improvements and activities to be provided for that fiscal year.
- 3) An estimate of the cost of providing the improvements and the activities for that fiscal year.
- 4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- 5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- 6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.



## 2014 Annual Planning Report The Ridgecrest Tourism Improvement District

**District Name:** This report is for The Ridgecrest Tourism Improvement District.

**Fiscal Year of Report:** This report applies to the 2014-2015 Fiscal year only.

**Boundaries:** The RTID includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Ridgecrest. The boundaries currently include 17 lodging businesses. The City's boundaries for the RTID will remain the same for the 2014-2015 fiscal year. See District Map attached to this report as Appendix A.

### Improvements and Activities for 2014-2015:

- Organization, Start Up and publicity costs related to the Petroglyph Education Foundation.
- Organization and publicity costs related to the Ridgecrest Petroglyph & Heritage Festival.
- Organization and publicity costs related to the Petroglyph & Heritage Festival Golf Tournament.
- Trade Shows and Events Including:
  - International PowWow (IPW)
  - California Only Film Locations Conference
  - LA Travel and Adventure Show
  - AFCI Locations Show

**Total Estimate Cost:** A breakdown of the total 2014-2015 budget is attached to this report as Appendix B.

**Method and Basis for Assessment:** The method and basis for levying the 2014-2015 assessment for the Ridgecrest Tourism Improvement District remains the same as listed in the Management District plan.

**Amount of Surplus/Deficit from previous Fiscal Year:** Based on the annual review at the conclusion of the 2014-2015 fiscal year, there was a surplus of \$ 77,547.00 carried into the 2015-2016 fiscal year.

**Amount of Contributions from other sources:** The district received additional revenue from the following sources:

Film Permit Fees:	\$ 3,700.00
Membership Dues:	\$ 7,100.00
City of Ridgecrest (Petroglyph Festival)	\$ 8,000.00

(Attached will be the budget review from Harold Manning of Burkey Cox & Evans and the District Map)

# City of Ridgecrest



Appendix A

**RACVB - 2015-2016 Preliminary Budget**

	Months												
	REVENUE	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	
TID	18,250	19,250	22,250	21,250	19,250	20,250	22,250	21,250	20,250	20,250	21,250	20,250	246,000
Membership/sponsorships	0	0	0	0	6,000	1,000	0	2,000	0	0	6,000	0	15,000
Film Permits	400	500	300	300	400	400	500	400	400	400	400	500	4,900
Grants / City	0	0	0	0	10,000	0	0	0	0	0	0	0	10,000
Others - Merchandise	950	950	950	950	950	950	950	950	950	950	950	950	11,400
<b>Total Revenues</b>	<b>19,600</b>	<b>20,700</b>	<b>23,500</b>	<b>22,500</b>	<b>36,600</b>	<b>22,600</b>	<b>23,700</b>	<b>24,600</b>	<b>21,600</b>	<b>21,600</b>	<b>28,600</b>	<b>21,700</b>	<b>287,300</b>
<b>EXPENSES</b>													
<b>Personnel</b>													
Personnel	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	108,000
Health-Director	312	312	312	312	312	312	312	312	312	312	312	312	3,744
Employee Payroll Taxes	950	950	950	950	950	950	950	950	950	950	950	950	11,400
<b>Personnel Subtotal</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>10,262</b>	<b>123,144</b>
<b>Marketing</b>													
Marketing	5,000	3,000	3,000	5,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000
<b>Marketing - Subtotal</b>	<b>5,000</b>	<b>3,000</b>	<b>3,000</b>	<b>5,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>48,000</b>
<b>Insurance</b>													
Automobile	0	0	480	0	0	480	0	0	480	0	0	0	1,440
Workers Comp	0	0	340	0	0	0	340	0	340	0	0	0	1,020
General Liability	900	0	0	0	0	0	0	0	0	0	0	0	900
Board of Directors	0	960	0	0	0	0	0	0	0	0	0	0	960
<b>Insurance - Subtotal</b>	<b>900</b>	<b>960</b>	<b>820</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>340</b>	<b>0</b>	<b>820</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,320</b>
<b>General</b>													
Auto Expense	400	875	875	875	875	875	875	875	875	875	875	875	10,025
Depreciation	323	323	873	873	873	873	1,498	1,498	1,498	1,498	1,498	1,498	13,126
Dues and Subscriptions	600	200	200	400	200	200	200	300	100	200	200	200	3,000
Interest	325	325	325	325	325	325	325	325	325	325	325	325	3,900
Legal and Professional	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Office and Equip	675	675	675	675	675	675	675	675	675	675	675	675	8,100
Utilities & Telephone& Internet	450	450	475	475	460	400	400	425	450	500	500	450	5,435
Rent	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Repair & Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Trade Shows	0	0	0	0	3,000	0	2,000	3,000	0	0	3,000	0	11,000
Discretionary Account	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Reserve Account	600	600	600	600	600	600	600	600	600	600	600	600	7,200
<b>General - Subtotal</b>	<b>\$ 5,923</b>	<b>\$ 5,998</b>	<b>\$ 6,573</b>	<b>\$ 6,773</b>	<b>\$ 9,558</b>	<b>\$ 6,498</b>	<b>\$ 9,123</b>	<b>\$ 10,248</b>	<b>\$ 7,073</b>	<b>\$ 7,223</b>	<b>\$ 10,223</b>	<b>\$ 7,173</b>	<b>92,386</b>
<b>Total Expenditure</b>	<b>22,085</b>	<b>20,220</b>	<b>20,655</b>	<b>22,035</b>	<b>23,820</b>	<b>21,240</b>	<b>23,725</b>	<b>24,510</b>	<b>22,155</b>	<b>21,485</b>	<b>24,485</b>	<b>21,435</b>	<b>267,850</b>
<b>Cash on Hand as of COB 9-30-16</b>													
<b>Profit / (Loss)</b>	<b>(\$2,485)</b>	<b>\$480</b>	<b>\$2,845</b>	<b>\$465</b>	<b>\$12,780</b>	<b>\$1,360</b>	<b>(\$25)</b>	<b>\$90</b>	<b>(\$555)</b>	<b>\$115</b>	<b>\$4,115</b>	<b>\$290</b>	<b>19,475</b>
<b>Cumulative P&amp;L</b>	<b>(\$2,485)</b>	<b>(\$2,005)</b>	<b>\$840</b>	<b>\$1,305</b>	<b>\$14,085</b>	<b>\$15,445</b>	<b>\$15,420</b>	<b>\$15,510</b>	<b>\$14,955</b>	<b>\$15,070</b>	<b>\$19,185</b>	<b>\$19,475</b>	

Appendix B



## Marketing Objectives 2016

- ❖ Participate in the Los Angeles Adventure Show in February, each year, to promote RACVB and Petroglyph Festival.
- ❖ Promote the PBS series of “Southwest Stories” with Steve Brown, which will feature Ridgecrest monthly for 2016.
- ❖ Focus on filming and commercial opportunities. Market “increase in tax credit program funding from \$100 million to \$330 million per fiscal year”. “Add 5% “uplift” for productions that film outside” of the Los Angeles to production companies and motion picture studios.
- ❖ Exhibit in state produced filming conferences to promote filming in Ridgecrest and be featured in film-related websites and marketing collateral.
- ❖ Work with statewide academic groups along with STEM and Technology organizations to bring a conference to Ridgecrest.
- ❖ Continue media and PR outreach to newspapers and magazines both local and national.
- ❖ Support tourism-related events produced by local organizations.
- ❖ Continue to strengthen relationship with NAWS on mutually produced events throughout the year.
- ❖ Produce 3<sup>rd</sup> Annual Petroglyph Festival and continue to increase attendance by 5%. Expanding to “multiple” day events.

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**RIDGECREST AREA CONVENTION  
AND VISITORS BUREAU**

**REVIEWED FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2015**

**BURKEY COX EVANS & BRADFORD**  
Accountancy Corporation  
1058 West Avenue M-14, Suite B  
Palmdale, CA 93551

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
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SEPTEMBER 30, 2015**

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**FINANCIAL SECTION**



# BURKEY COX EVANS & BRADFORD

ACCOUNTANCY CORPORATION

1058 WEST AVENUE M-14, SUITE B  
PALMDALE, CALIFORNIA 93551

TEL: (661) 267-2005  
FAX: (661) 267-2471

425 WEST DRUMMOND AVENUE, SUITE A  
RIDGECREST, CALIFORNIA 93555-3120

TEL: (760) 375-1508  
FAX: (760) 375-8865

5122 AVENIDA ENCINAS, SUITE 120  
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DAN T. STANFIELD, CPA  
LESLIE C. NEWQUIST, CPA

JANETTE HENRIQUEZ, CPA  
KYLE LINDAMAN, CPA  
KENNETH S. EVANS, CPA  
JENNIFER M. EVANS, CPA  
CHARISSA CROUCH, CPA

## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors  
Ridgecrest Area Convention and Visitors Bureau  
Ridgecrest, California

We have reviewed the accompanying statement of financial position of the Ridgecrest Area Convention and Visitors Bureau (a not-for-profit corporation; the Bureau) as of September 30, 2015, and the related statements of activities and changes in net assets and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Bureau's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Supplementary Information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

*Burkey & Cox CPAs*

BURKEY COX EVANS & BRADFORD  
Accountancy Corporation

Palmdale, California  
December 11, 2015

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
STATEMENT OF FINANCIAL POSITION  
SEPTEMBER 30, 2015**

**ASSETS**

**CURRENT ASSETS**

Cash in Banks and on Hand	\$ 123,627
Membership Dues and Assessments Receivable	2,872
Prepaid Expenses	<u>4,623</u>
Total Current Assets	<u>131,122</u>

**FIXED ASSETS - NET**

	<u>12,286</u>
Total Assets	<u><u>\$ 143,408</u></u>

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

Accounts Payable	12,153
Accrued Vacation Payable	3,645
Payroll Taxes Payable	2,535
Current Portion of Debt	<u>5,888</u>
Total Current Liabilities	<u>24,221</u>

**LONG-TERM LIABILITIES**

Long-term Debt	<u>8,130</u>
Total Long-Term Liabilities	<u>8,130</u>
Total Liabilities	<u>32,351</u>

**NET ASSETS**

Unrestricted	90,955
Temporarily Restricted	<u>20,102</u>
Total Net Assets	<u>111,057</u>
Total Liabilities and Net Assets	<u><u>\$ 143,408</u></u>

See independent accountants' review report and accompanying notes to the financial statements.

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

<b>REVENUES AND SUPPORT</b>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Contribution Income	\$ 5	\$ -	\$ 5
Grants	55,000	-	55,000
Interest	10	-	10
Membership Dues and Assessments	7,090	-	7,090
Miscellaneous and Reimbursements	18,384	-	18,384
RTID Income	257,240	7,956	265,196
Total Revenues	<u>337,729</u>	<u>7,956</u>	<u>345,685</u>
<b>EXPENSES</b>			
Program Services	228,546	-	228,546
Management and General	39,592	-	39,592
Total Expenses	<u>268,138</u>	<u>-</u>	<u>268,138</u>
Change in Net Assets	69,591	7,956	77,547
Net Assets - Beginning of Year	<u>21,364</u>	<u>12,146</u>	<u>33,510</u>
Net Assets - End of Year	<u>\$ 90,955</u>	<u>\$ 20,102</u>	<u>\$ 111,057</u>

See independent accountants' review report and accompanying notes to the financial statements.

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Change in Net Assets	\$ 77,547
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	3,668
(Increase) Decrease in Assets:	
Membership Dues and Assessments Receivable	(358)
RTID Receivable	14,231
Prepaid Expenses	906
Increase (Decrease) in Liabilities:	
Accounts Payable	(9,754)
Accrued Vacation Payable	336
Payroll Taxes Payable	761
	761
Net Cash Provided (Used) by Operating Activities	87,337

**CASH FLOWS FROM INVESTING ACTIVITIES**

Acquisition of Property, Plant, and Equipment	-
Net Cash Provided (Used) by Investing Activities	-

**CASH FLOWS FROM FINANCING ACTIVITIES**

Repayment of Debt	(5,714)
Net Cash Provided (Used) by Financing Activities	(5,714)
Increase (Decrease) in Cash	81,623
Cash and Cash Equivalents - Beginning of Year	42,004
Cash and Cash Equivalents - End of year	\$ 123,627

**SUPPLEMENTAL INFORMATION**

Interest Paid During the Fiscal Year	\$ 2,930
Income Taxes Paid During the Fiscal Year	\$ -

See independent accountants' review report and accompanying notes to the financial statements.

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The Ridgecrest Area Convention and Visitors Bureau (the Bureau) is a not-for-profit mutual benefit corporation. The Bureau was formed 1) to advertise and promote the City of Ridgecrest and its continued economic growth and 2) to purchase liability insurance for activities which promote the best interests of the City of Ridgecrest and its organizations.

B. Display of Net Assets by Class

The accompanying financial statements have been prepared in conformity with the disclosures and display requirements of the Financial Accounting Standards Board (FASB) as set forth in Codification Topic 958 Not-for-Profit Entities. Accordingly, the net assets of the Bureau are reported in each of the following three classes: (a) unrestricted net assets, (b) temporarily restricted net assets, and (c) permanently restricted net assets.

Net assets of the two restricted classes are created only by donor-imposed restrictions on their use. All other net assets, including board designated or appropriated amounts, are legally unrestricted, and are reported as part of the unrestricted class.

The Bureau had no permanently restricted net assets at September 30, 2015.

C. Public Support, Revenue and Expenses

Contribution income is recognized when cash is received or when ownership of donated assets is transferred to the organization. Donated assets are recorded at estimated fair value on the date of donation. Contributed services are recognized for those that improve or enhance property and equipment (as contributions and increases to the basis of land, buildings, and equipment) or for those that require specialized skills (as contributions and expenses). During the year ended September 30, 2015, no material contributed services were recorded. Revenue is recognized when earned. Expenses are recorded when incurred in accordance with the accrual basis of accounting.

The Bureau reports gifts of property and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

A substantial number of volunteers have donated significant amounts of their time to the Bureau's activities. No amounts have been reflected in the financial statements for those services since they do not meet the criteria for recognition under FASB Codification Topic 958 Not-for-Profit Entities.

D. Allocation of Expenses

The costs of providing the various program services and supporting activities of the organization have been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2015**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Bureau considers all short-term highly liquid investments that are readily convertible into cash with a maturity of three months or less to be cash equivalents.

F. Federal and State Income Taxes

The Bureau qualifies as a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code and Section 23701(e) of the State of California Revenue and Taxation Code. No provision for taxes is required.

The Bureau's Federal Returns of Organization Exempt From Income Tax for 2013, 2014, and 2015 are subject to examination by the IRS. In addition, the Bureau's California Exempt Organization Annual Information Returns for 2012, 2013, 2014, and 2015 are subject to examination by the Franchise Tax Board. The Bureau believes that it has appropriate support for any tax position taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

G. Advertising

The Bureau expenses the cost of advertising as incurred. At September 30, 2015, advertising expense was \$48,041.

H. Fixed Assets

The Bureau follows the practice of capitalizing all expenditures for fixed assets in excess of \$500. The fair market value of donated fixed assets is similarly capitalized. Depreciation is computed on a straight-line basis over the estimated useful lives of the respective assets.

I. Membership Dues and Assessments

Any individual, partnership, corporation or association interested in promoting the convention and visitor business in the Ridgecrest area may make application for membership. Upon payment of the membership fee, the membership becomes active.

The balance of membership dues and assessments receivable at September 30, 2015 is \$2,872. Management believes that generally all membership dues and assessments receivable as of September 30, 2015, are collectible.

J. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically and the effect of revisions is reflected in the financial statements in the period they are determined to be necessary.

K. Subsequent Events

Subsequent events have been evaluated through December 11, 2015, the date that the financial statements were available to be issued.

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

NOTE 2 – CASH

Cash consisted of the following at September 30, 2015:

Cash consists of the following:

Cash on Hand	\$	385
Cash in Checking		62,708
Cash in Savings		60,534
Total	\$	<u>123,627</u>

Cash in each bank is insured up to \$250,000 by the Federal Depository Insurance Corporation. All Cash held by the Bureau is fully insured or collateralized.

NOTE 3 – PROPERTY AND EQUIPMENT

The changes in property and equipment are shown below:

	Balance 9/30/14	Additions	Deletions	Balance 9/30/15
Automobiles	\$ 24,411	\$ -	\$ -	\$ 24,411
Displays	36,994	-	-	36,994
Equipment	23,502	-	-	23,502
Signs	35,756	-	-	35,756
Total	120,663	-	-	120,663
Accumulated Depreciation	(104,709)	(3,668)	-	(108,377)
Net	<u>\$ 15,954</u>	<u>\$ (3,668)</u>	<u>\$ -</u>	<u>\$ 12,286</u>

NOTE 4 – ACCRUED VACATION BENEFITS

Accrued vacation payable is recorded as a liability on the books of the Bureau. The Bureau's policy is to record amounts as operating expenses in the period vacation is taken and accrue as a liability any unpaid amounts. As of September 30, 2015, the accrued vacation liability was \$3,645.

NOTE 5 – NOTES PAYABLE

The outstanding notes payable as of September 30, 2015, is as follows:

	Current Portion	Long-Term Portion	Total
Note payable to City of Ridgecrest Interest at 3%. Payable in monthly installments of \$519. Due February 2018.	\$ 5,888	\$ 8,130	\$ 14,018
Total Debt Obligations	<u>\$ 5,888</u>	<u>\$ 8,130</u>	<u>\$ 14,018</u>

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015**

NOTE 5 – NOTES PAYABLE (Continued)

The annual requirements to repay the Bureau’s outstanding long-term debt as of September 30, 2015, are as follows:

<u>For Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016	\$ 5,888	\$ 513	\$ 6,401
2017	6,067	339	6,406
2018	2,063	173	2,236
Totals	<u>\$ 14,018</u>	<u>\$ 1,025</u>	<u>\$ 15,043</u>

NOTE 6 – LEASE COMMITMENTS

The Bureau has entered into operating leases for office space and equipment with lease terms in excess of one year. Rent expense for the year ended September 30, 2015 was \$14,400. The future minimum lease payments are as follows:

<u>For Year Ending September 30,</u>	<u>Amount Due</u>
2016	\$ 14,400
2017	14,400
2018	9,600
Total	<u>\$ 38,400</u>

**SUPPLEMENTARY INFORMATION**

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU  
SCHEDULE OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

<b>EXPENSES</b>	<u>PROGRAM SERVICES</u>	<u>MANAGEMENT AND GENERAL</u>	<u>TOTAL</u>
Advertising	\$ 48,041	\$ -	\$ 48,041
Auto Expenses	5,173	-	5,173
Bad Debts	100	-	100
Bank Charges	209	-	209
Collection Expense	188	-	188
Cost of Goods Sold	6,721	-	6,721
Depreciation	3,668	-	3,668
Donations	1,000	-	1,000
Dues and Publications	3,305	-	3,305
Interest	2,930	-	2,930
Insurance	6,486	1,458	7,944
Legal and Professional	8,102	-	8,102
Licenses & Fees	245	-	245
Meal and Entertainment	646	-	646
Office Supplies	8,494	-	8,494
Petroglyph Festival	10,241	-	10,241
Postage	1,665	-	1,665
Rent	14,400	-	14,400
Repairs and Maintenance	60	-	60
RTID Fees	7,956	-	7,956
Salaries and Wages	69,462	34,679	104,141
Taxes - Payroll	6,920	3,455	10,375
Telephone	4,533	-	4,533
Trade Show Expense	10,459	-	10,459
Travel and Training	4,320	-	4,320
Utilities	3,222	-	3,222
Total Expenses	<u>\$ 228,546</u>	<u>\$ 39,592</u>	<u>\$ 268,138</u>

**RTID MARKETING EXPENDITURES**

Advertising	\$ 48,041
Personnel	53,170
Total	<u>\$ 101,211</u>

See independent accountants' review report.

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

**SUBJECT:**

Resolutions adopting a compensation plan between City of Ridgecrest and Both the Mid-Management and the Confidential Group of Employees

**PRESENTED BY:**

W Tyrell Staheli

**SUMMARY:**

The Resolutions amend the compensation plan between the City of Ridgecrest and both the Mid-Management and the Confidential Group of Employees.

This resolution is the result of talks between the two groups and the City of Ridgecrest. It takes into consideration the current economics of the City of Ridgecrest.

**FISCAL IMPACT:** No additional impacts.

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve Resolutions

**CITY MANAGER:**

Action as requested:

Submitted by: W Tyrell Staheli  
(Rev. 2-14-07)

Action Date: March 2, 2016

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**RESOLUTION NO. 16-xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING  
BY REFERENCE AND AUTHORIZING EXECUTION OF  
COMPENSATION PLAN WITH THE MID-MANAGEMENT GROUP OF  
EMPLOYEES**

The City Council of the City of Ridgecrest, California, hereby approves by reference and authorizes the City Manager to execute a compensation plan between the City of Ridgecrest and the Mid-Management Group of Employees for the term March 1, 2016 through June 30, 2017 effective March 2, 2016.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of March 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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# *City of Ridgecrest*

## *Mid Management Compensation Plan March 2016 to June 30, 2017*



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**MID-MANAGEMENT PLAN**  
**July 1, 2015 – June 30, 2017**

**I. Position List**

The Mid-Management employees consist of the follow positions:

Accounting Manager	City Engineer	Police Captain
Administrative Analyst III	City Planner	Public Works Maintenance. Coordinator
Administrative Services Manager	Economic Dev. / Project Manager	Public Works Supervisor
Assistant Finance Director	Engineering Manager	Recreation Supervisor
Assistant Public Works Dir. / City Engineer	Information Systems Manager	Transit Services Coordinator
Chief Plant Operator	Information Technology Supervisor	Transit Supervisor
City Clerk	Parks Maintenance Supervisor	Traffic Engineer
Community & Economic Development Manager	Parks & Recreation Manager	

**II. SALARY SCHEDULE**

Mid-Management employees shall be compensated in accordance with the published Salary Schedule. Available to view on the city's website.

**III. HEALTH BENEFITS**

The City will contribute to the cafeteria program (IRC 125) for each employee as follows:

Placement in tier is determined upon enrollment in CITY sponsored major medical plan (PERChoice, PERCare or PERSelect or current dental plan) does not include Vision plans.				
Placement in Tier 2 is determined by enrollment by employee in any City offered medical or dental plan				
	No Med	Emp.	Emp. + 1	Emp. + 2+
Monthly	\$450	\$575	\$738	\$936

The employee through authorized payroll deduction shall contribute any additional required premium. All or any unused portions of the contribution to employee per month may be cashed out by the employee to be used at their will.

**IV. SCHEDULING**

The Department Head, with the approval of the City Manager, retains the right to make assignments and scheduling decisions, including the right to change the starting and ending times of employees' shifts, based upon the needs of the department and the community. As such, the Department Head will be responsible for all decisions concerning staffing levels and the specific hours of individual shifts as well as special assignments.

**V. HOLIDAYS**

Mid-Management will observe the following holidays. However, if a holiday falls on a Friday, the holiday will be observed the preceding regular scheduled workday. The Liberal City Holiday after Thanksgiving and Christmas may be taken as a Liberal Holiday the week of or the week immediately following the actual Holiday Date.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Liberal City Holiday (the day after Thanksgiving)
- Christmas Day
- Liberal City Holiday (the day after Christmas)
- 24 Floating Holiday Hours
- Any holiday proclaimed by the Mayor

The City of Ridgecrest will provide all full time employees floating holidays that are accrued based on hours paid and can be used when employees have a need to be off work for any reason. On July 1, 2016, all current full time employees will receive a one-time advance of 24 hours of floating holidays. Full time employees hired on or after July 1, 2016 will receive a one-time advance of 24 hours of floating holiday. In addition, employees will accrue floating holiday hours at the rate of 0.01154 hour per one hour paid with a maximum of .923 hour per pay period or 24 hours per year.

Employees may carry over unused FLOATING HOLIDAYS from one fiscal year to the next with a maximum of 48 hours. At any one time employees can only have a maximum of 48 hours in the bank and accrual will start again once their accrued balance drops below the cap.

All FLOATING HOLIDAYS must be scheduled in advance and approved by the supervisor except in cases of sudden illness or emergency. Floating holiday hours may be used in combination with other accrued leave hours such vacation leave, sick leave, comp time and admin leave in order to get a full day's worth of paid time off. Any employees who separate from the City service shall receive pay for all unused accrued floating holiday.

**VI. ADMINISTRATIVE LEAVE**

Employees serving in Mid-Management positions as listed in Section 1 are considered salary exempt employees. As such, these employees are not eligible to receive overtime or compensatory time. In recognition of the additional hours they may serve above and beyond their regularly scheduled hours, the City will provide one hundred twenty (120) hours of paid Administrative Leave per fiscal year. This leave may be taken in the year it is earned. Unused Administrative Leave does not accrue from year to year. Administrative leave may not be cashed out at termination or retirement except as provided below. Newly hired member of this group receives the pro-rated number of admin leave hours based on the number of hours he/she would have worked for the fiscal year.

All members of the Mid-Management Group may elect to cash-out or defer into their 457(b) plan or any combination thereof, any available amount of their Administrative Leave up to 90 hours. A request for such action may be made only once each fiscal year either during the month of December or during the month of June. The request for liquidation must be forwarded to the City Manager, two weeks prior to the 1<sup>st</sup> of the month the member wants the liquidation to occur, for approval.

During emergency situations special compensation may be provided to Mid-Management employees at the discretion of the City Manager and upon recommendation of the Department Head.

**VII. VACATION TIME**

The purpose of annual vacation leave is to enable each eligible employee annually to return to work mentally and physically refreshed. All employees covered by this agreement shall be entitled to take annual vacation leave with pay, except employees who have served the City less than six months, or who are not eligible.

Commencing with the successful completion of six months of service, the employee may take annual vacation leave up to the amount accumulated when the leave is initiated. Each eligible employee shall accrue annual vacation at the rate indicated in Exhibit "A" attached, earning a maximum of 200 hours per year.

No employee shall accrue more than twice his/her annual vacation leave accrual rate; at which time accrual shall cease until unused vacation accrual is below the maximum accrual.

Any person who separates from City service shall receive pay for all unused, accrued vacation.

### **VIII. SICK LEAVE**

As per the Personnel Rules & Personnel Policies

Employees shall be able to accumulate all earned sick leave for the purpose of actual physical illness or disability.

Employees who have five years or more of service, depending on his/her years of service, shall be entitled to accumulate for conversion purposes, between 320 to 960 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service. Employees with less than five years of service are not eligible for sick leave conversion.

Employees hired on or after October 1, 1982, and who have five years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees hired on or after October 1, 1982, who have ten years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 640 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees hired on or after October 1, 1982, who have fifteen years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 960 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees hired on or after October 1, 1982, who have twenty years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 960 hours, and are entitled to 100% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

If an employee is absent on sick leave, he/she shall notify his/her immediate supervisor or the personnel officer prior to the time set for beginning his/her

daily duties. The employee may be required to file a physician's certificate with his/her Department Head.

Accrued sick leave may be taken in case of an employee's presence being required elsewhere because of sickness, disability or death of a member of his/her immediate family in a calendar year. The City agrees to follow applicable laws pertaining to the use of sick leave for family medical leave.

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income.

#### **IX. BEREAVEMENT LEAVE**

Any Member may be allowed to be absent from duty for up to three consecutive working days without loss of pay because of the death of a member of Member's immediate family per occurrence. When circumstances require absence in excess of three consecutive working days, the City Manager may allow the use of accrued annual leave, or accrued family sick leave to supplement the three working days provided in this section. For the purpose of this section, "immediate family" shall include the spouse or registered domestic partner, child (including step-children), parents (including step-parents and parents-in-law), siblings (including step-siblings and siblings-in-law), grandparents (including grand parents-in-law), and other cohabitants living full-time in the same household as the member acting as a family unit.

#### **X. WORKERS COMPENSATION**

In the event of an industrial injury to a Mid-Management member, the City will make employee whole for lost wages not paid by worker's compensation up to the first three days per accepted claim.

#### **XI. RETIREMENT**

The City agrees to provide all eligible members who are considered "classic members" based on PEPRA rules with a retirement plan with the benefit factor of 2.7% at 55 thru CalPERS. For members who fall under the "new member" classification of PEPRA, the City agrees to provide them with a retirement plan with the benefit factor of 2% at 62.

The members of this group thru payroll deduction agree to pay the required employee contribution rates. Those rates are currently: 8% for “classic” members of this group and 6.25% for the “new” members.

The city will pay the actuarially determined minimum employer contribution rates for both member classifications. For fiscal year 2016, the rate is currently 10.958% for classic members and 6.237% for new members.

## **XII. ANNUAL EVALUATIONS & PERFORMANCE PLANS**

As per the Personnel Rules & Personnel Policies

In conjunction with the annual evaluating process, the supervisor and employee will share responsibility to create a Performance Plan. This Plan is a written document to define several goals for the employee to work on during the prospective year. The Plan has the flexibility to be changed when circumstance arise that may affect the ability of the employee to accomplish the stated goals, but any changes shall be approved by the Department Head after consultation with the employee and supervisor. The employee’s success with the performance Plan will be one element of consideration by the supervisor when completing the annual evaluation.

The City Manager, upon the recommendation of a Department Head, may advance an employee to the next highest step within the range of the employee’s class as a reward for outstanding performance but only after the employee has served a minimum of three months in the step from which the employee is to be advanced. No salary advancement shall be made so as to exceed the maximum step established in the compensation schedule for the class to which the employee’s position is allocated.

## **XIII. OUT OF CLASS TEMPORARY APPOINTMENT**

The Department Head, with approval of the City Manager, retains the right to temporarily assign an employee to an acting position within the department. The City reserves the right, within its sole discretion, to assign employees within this unit to work outside of their regular classification. The employee shall meet all eligibility requirements for the position. An employee who has been temporarily appointed to an out of class temporary position in a higher classification for a period of over forty (40) consecutive hours shall be compensated, beginning at the 1<sup>st</sup> hour, with a 5% pay increase, in recognition of extra duties performed.

**XIV. UNIFORM ALLOWANCE**

**Designated Employees**

The City shall provide uniforms, or uniform service, to each employee required by the City to be “uniformed.” Employees designated as “uniformed” are those required to wear uniforms as a condition of employment. In addition, The City will pay the cost for cleaning uniforms through the designated service.

PERS Reporting shall be as follows: The City shall report to PERS the cost of uniforms, for employees required by the City to be uniformed. The cost of uniforms for reporting purposes shall be \$10.00 per pay period.

**XV. TUITION REIMBURSEMENT**

The purpose is to encourage employees to pursue courses of study or technical training that will enable them to become more proficient in their jobs.

Eligibility – All permanent, full-time employees.

Applicability

- (a) The course or training must be directly applicable to the member’s current job classification or related to a position to which the member might reasonably aspire within CITY’s organizational structure, including management positions, as determined by the City Manager.
- (b) All coursework must be completed during non-working hours at no additional cost to CITY.

Authorization

- (a) An eligible member participating in the reimbursement program must submit a request and receive the corresponding approval for tuition/fee reimbursement from the City Manager via the member’s Department Head for a course or training meeting the above criteria, prior to registering for the course or training.
- (b) All degree coursework must be from an educational institution currently accredited by an accrediting organization recognized by the secretary of the U.S. Department of Education.
- (c) If approved by the City Manager, and upon successful completion of the course of study with a satisfactory or better grade (e.g. letter grade of C or better on a scale of A-F, grade of pass on a scale of pass-fail), the member

will be reimbursed for 100% of tuition/fee and/or books up to the maximum authorized amount.

(d) The member is responsible for the cost of all books, tuition, fees, and related charges in excess of the reimbursement limit.

(e) The maximum annual reimbursement per member for approved coursework shall be \$500 and may be allocated to the specific cost areas listed in the tuition reimbursement request approved by the City Manager and as budget is available.

**XVI. USE OF KERR MCGEE CENTER FACILITIES**

Mid-Management employees and their immediate families (spouse, registered domestic partner, and dependent children) shall be permitted to use the Kerr McGee physical activity facility at no charge, providing that said activity is not being directed by an instructor for which a special fee is being charged of others. They may also use Pinney Pool free of charge.

**XVII. EFFECTIVE DATE**

This Agreement becomes effective upon adoption by the City Council.

**XVIII. REPEALS**

All previous compensation plans for Mid-Management employees are hereby repealed.

**THIS AMENDED COMPENSATION PLAN WAS ADOPTED** by the City Council of the City of Ridgecrest, California at their regular meeting March 2, 2016.

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DENNIS SPEER  
City Manager

**EXHIBIT "A"**

**VACATION SCHEDULE  
MID MANAGEMENT EMPLOYEES**

0-4	3.08	80
5-9	4.62	120
10-14	6.16	160
15+	7.70	200

**RESOLUTION NO. 16-xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING  
BY REFERENCE AND AUTHORIZING EXECUTION OF  
COMPENSATION PLAN WITH THE CONFIDENTIAL GROUP OF  
EMPLOYEES**

The City Council of the City of Ridgecrest, California, hereby approves by reference and authorizes the City Manager to execute a compensation plan between the City of Ridgecrest and the Confidential Group of Employees for the term March 1, 2016 through June 30, 2017 effective March 2, 2016.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of March 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Peggy Breeden, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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# City of Ridgecrest



## *Confidential Group Compensation Plan*

**March 2016 to June 30, 2017**

**FY2016-  
FY2017**



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**CONFIDENTIAL AGREEMENT  
 July 1, 2015 – June 30, 2017**

**I. SALARY SCHEDULE**

(a) Confidential employees shall be compensated in accordance with the published Salary Schedule. Available to view on the city’s website.

(b) Position List

<b>POSITION TITLE</b>	<b>GRADE</b>	<b>POSITION TITLE</b>	<b>GRADE</b>
ACCOUNT CLERK I	467	ACCOUNT CLERK II	468
ACCOUNTANT I - ACCT/TRAINING	555	ACCOUNTANT	559
ACCOUNTING TECHNICIAN	535	ADMINISTRATIVE AIDE - FINANCE	570
ADMINISTRATIVE ANALYST I	663	ADMINISTRATIVE ANALYST II	664
ADMINISTRATIVE ASSISTANT - FINANCE	557	ADMINISTRATIVE ASSISTANT - HR	557
ADMINISTRATIVE ASSISTANT – PUBLIC RELATIONS	535	ADMINISTRATIVE ASSISTANT - RM	555
ADMINISTRATIVE CLERK I	550	ADMINISTRATIVE CLERK II	551
ADMINISTRATIVE SECRETARY-CONF	200	COLLECTIONS OFFICER	520
CULTURAL AFFAIRS COORD II	539	DEPUTY CITY CLERK	557
EXECUTIVE SECRETARY	523	HUMAN RESOURCES ADMINISTRATOR	680
HUMAN RESOURCES ASSISTANT	555	INFORMATION SYSTEMS SPECIALIST	625
INFORMATION SYSTEMS TECHNICIAN	535	JUNIOR ACCOUNTANT	555
PAYROLL TECHNICIAN I	590	PAYROLL TECHNICIAN II	591
PERSONNEL ANALYST	680	SECRETARY CONFIDENTIAL	480
SENIOR SECRETARY POLICE	508	SENIOR BUS DRIVER/DISPATCHER	181
SYSTEMS ANALYST	680	WIA GRANT PROGRAM COORD.	797

**II. HEALTH BENEFITS**

The City will contribute to the cafeteria program (IRC 125) for each employee as follows:

Placement in Tier is determined upon enrollment in City sponsored major medical/dental plan (PERChoice, PERSCare or PERSSelect or current dental plan) does not include Vision plans.				
Placement in Tier 2 is determined by enrollment by employee in any City offered medical or dental plan				
	No Med	Emp.	Emp. + 1	Emp. + 2+
Monthly	\$450	\$575	\$738	\$936

The employee through authorized payroll deduction shall contribute any additional required premium. All or any unused portions of the contribution to employee per month may be cashed out by the employee to be used at their will.

### **III. SCHEDULING**

The department head, with the approval of the City Manager, retains the right to make assignments and scheduling decisions, including the right to change the starting and ending times of employees' shifts, based upon the needs of the department and the community. As such, the Department Head will be responsible for all decisions concerning staffing levels and the specific hours of individual shifts as well as special assignments.

### **IV. HOLIDAYS**

Confidential employees will observe the following holidays. However, if a holiday falls on a Friday, the holiday will be observed the preceding regular scheduled workday. The Liberal City Holiday after Thanksgiving and Christmas may be taken as a Liberal Holiday the week of or the week immediately following the actual Holiday Date.

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Liberal City Holiday (the day after Thanksgiving)  
Christmas Day  
Liberal City Holiday (the day after Christmas)  
24 Floating Holiday Hours  
Any holiday proclaimed by the Mayor

The City of Ridgecrest will provide all full time employees floating holidays that are accrued based on hours paid and can be used when employees have a need to be off work for any reason. On July 1, 2016, all current full time employees will receive a one-time advance of 24 hours of floating holidays. Full time employees hired on or after July 1, 2016 will receive a one-time advance of 24 hours of floating holiday. In addition, employees will accrue floating holiday hours at the rate of 0.01154 hour per one hour paid with a maximum of .923 hour per pay period or 24 hours per year.

Employees may carry over unused FLOATING HOLIDAYS from one fiscal year to the next with a maximum of 48 hours. At any time, employees can only have a maximum of 48 hours in the bank and accrual will start again once their accrued balance drop below the cap.

All FLOATING HOLIDAYS must be scheduled in advance and approved by the supervisor except in cases of sudden illness or emergency. Floating holiday hours may be used in combination with other accrued leave hours such vacation leave, sick leave, comp time and admin leave in order to get a full day's worth of paid time off. Any employees who separate from the City service shall receive pay for all unused accrued floating holiday.

**V. VACATION TIME**

The purpose of annual vacation leave is to enable each eligible employee annually to return to work mentally and physically refreshed. All employees covered by this agreement shall be entitled to take annual vacation leave with pay, except employees who have served the City less than six months, or who are not eligible.

Commencing with the successful completion of six months of service, the employee may take annual vacation leave up to the amount accumulated when the leave is initiated. Each eligible employee employed by the City of Ridgecrest shall accrue annual vacation at the rate indicated in Exhibit "A" attached, earning a maximum of 200 hours per year.

No employee shall accrue more than twice his/her annual vacation leave accrual rate; at which time accrual shall cease until unused vacation accrual is below the maximum accrual.

Any person who separates from City service shall receive pay for all unused, accrued vacation.

**VI. SICK LEAVE**

As per the Personnel Rules & Personnel Policies

Employees shall be able to accumulate all earned sick leave for the purpose of actual physical illness or disability.

Employees who have five years or more of service, depending on his/her years of service, shall be entitled to accumulate for conversion purposes, between 320 to 960 hours and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service. Employees with less than five years of service are not eligible for sick leave conversion.

Employees who have five years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees who have ten years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 640 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees who have fifteen years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 960 hours, and are entitled to 75% of the value of this accumulated sick leave at the time of termination of employment by resignation or removal from City service.

If an employee is absent on sick leave, he/she shall notify his/her immediate supervisor or the personnel officer prior to the time set for beginning his/her daily duties. The employee may be required to file a physician's certificate with his/her Department Head.

Accrued sick leave may be taken in case of an employee's presence being required elsewhere because of sickness, disability or death of a members of his/her immediate family in a calendar year. The City agrees to follow applicable laws pertaining to the use of sick leave for family medical leave.

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income.

## **VII. BEREAVEMENT LEAVE**

Any employee covered under the terms of this agreement may be allowed to be absent from duty for up to three consecutive working days without loss of pay because of the death of a member of his/her immediate family per occurrence. When circumstances requires absence in excess of three consecutive working days, the City Manager may allow the use of accrued annual leave, or accrued family sick leave to supplement the three working days provided in this section. For the purpose of this section, "immediate family" shall include the spouse or registered domestic partner, child (including step-children), parents (including step-parents and parents-in-law), siblings (including step-siblings and siblings-in-law), grandparents (including grand parents-in-law), and other cohabitants living full-time in the same household as the member as a family unit.

## **VIII. WORKERS COMPENSATION**

In the event of an industrial injury to a Confidential member, the City will make employee whole for lost wages not paid by workers compensation up to the first 24 hours per accepted claim.

**IX. RETIREMENT**

The City agrees to provide all eligible members who are considered “classic members” based on PEPRA rules with a retirement plan with the benefit factor of 2.7% at 55 thru CalPERS. For members who fall under the “new member” classification of PEPRA, the City agrees to provide them with a retirement plan with the benefit factor of 2% at 62.

The members of this group thru payroll deduction agree to pay the required employee contribution rates. Those rates are: 8% for “classic” members of this group and 6.25% for the “new” members.

The city will pay the actuarially determined minimum employer contribution rates for both member classifications. For fiscal year 2016, the miscellaneous employee classification rate is 10.958% for classic members and 6.237% for new members.

**X. ANNUAL EVALUATIONS & PERFORMANCE PLANS**

As per the Personnel Rules & Personnel Policies

In conjunction with the annual evaluating process, the supervisor and employee will share responsibility to create a Performance Plan. This Plan is a written document to define several goals for the employee to work on during the prospective year. The Plan has the flexibility to be changed when circumstance arise that may affect the ability of the employee to accomplish the stated goals, but any changes shall be approved by the Department Head after consultation with the employee and supervisor. The employee’s success with the performance Plan will be one element of consideration by the supervisor when completing the annual evaluation.

The City Manager, upon the recommendation of a Department Head, may advance an employee to the next highest step within the range of the employee’s class as a reward for outstanding performance but only after the employee has served a minimum of three months in the step from which the employee is to be advanced. No salary advancement shall be made so as to exceed the maximum step established in the compensation schedule for the class to which the employee’s position is allocated.

**XI. OUT OF CLASS TEMPORARY APPOINTMENT**

The Department Head, with approval of the City Manager, retains the right to temporarily assign an employee to an acting position within the department. The City reserves the right, within its sole discretion, to assign employees within this unit to work outside of their regular classification. The employee shall meet all eligibility requirements for the position. An employee who has been temporarily appointed to an out of class temporary position in a higher classification for a period of over forty (40) consecutive hours shall be compensated, beginning at the 1<sup>st</sup> hour, with a 5% pay increase, in recognition of extra duties performed.

## **XII. TUITION REIMBURSEMENT**

The purpose is to encourage employees to pursue courses of study or technical training that will enable them to become more proficient in their jobs.

Eligibility – All permanent, full-time employees.

### Applicability

- (a) The course or training must be directly applicable to the member's current job classification or related to a position to which the member might reasonably aspire within CITY's organizational structure, including management positions, as determined by the City Manager.
- (b) All coursework must be completed during non-working hours at no additional cost to CITY.

### Authorization

- (a) An eligible member participating in the reimbursement program must submit a request and receive the corresponding approval for tuition/fee reimbursement from the City Manager via the member's Department Head for a course or training meeting the above criteria, prior to registering for the course or training.
- (b) All degree coursework must be from an educational institution currently accredited by an accrediting organization recognized by the secretary of the U.S. Department of Education.
- (c) If approved by the City Manager, and upon successful completion of the course of study with a satisfactory or better grade (e.g. letter grade of C or better on a scale of A-F, grade of pass on a scale of pass-fail), the member will be reimbursed for 100% of tuition/fee and/or books up to the maximum authorized amount.

(d) The member is responsible for the cost of all books, tuition, fees, and related charges in excess of the reimbursement limit.

(e) The maximum annual reimbursement per member for approved coursework shall be \$500 and may be allocated to the specific cost areas listed in the tuition reimbursement request approved by the City Manager and as budget is available.

### **XIII. EDUCATION INCENTIVE PAY**

The purpose of the Educational Incentive Bonus Plan is to encourage full-time employees to improve themselves through education and training on their off time and thus increase their value to the City of Ridgecrest and at the same time improve their ability to promote and efficiency in their chosen career within the City.

To be eligible to participate in the Bonus Plan, a member must comply with the following requirement:

- (a) Be a full-time permanent member of City staff and have passed the probationary period.
- (b) Indicate their desire, in writing, to participate in the Education Incentive Bonus Plan. This request shall be to the City Manager, via the Department Head.
- (c) All time spent on class work shall have been on off-duty time and shall not entailed any cost to the City.
- (d) Schedule of Compensation:
  - 1. 5% of salary for any employee acquiring an A.A., or any certificate deemed by the City Manager as pertinent/beneficial to the City of Ridgecrest. Must be at no cost to the City.
  - 2. 5% of salary for any employee acquiring a relevant B.S., B.A., M.S., M.A. Must be at no cost to the City.
  - 3. 2.5% of salary for proficiency in a foreign language. The language course/s must be at no cost to the City. That language must be in demand within the community and employees must pass language proficiency test administered by the personnel director. The City Manager shall solely determine whether a language is in demand within the community.
  - 4. Total Education Incentive Bonus shall not exceed 10%.

It is understood by the Confidential Group if the job description held by that employee requires one of the above as of this date, then that employee shall not be eligible for the Education Incentive Plan.

**XIV. USE OF KERR MCGEE CENTER FACILITIES**

Employees of the Confidential Group and their immediate families (spouse, registered domestic partner, and dependent children) shall be permitted to use the Kerr McGee physical activity facility at no charge, providing that said activity is not being directed by an instructor for which a special fee is being charged of others. They may also use Pinney Pool free of charge.

**XV. EFFECTIVE DATE**

This Agreement becomes effective upon adoption by the City Council.

**XVI. REPEALS**

All previous compensation plans for Confidential Group employees are hereby repealed.

**THIS COMPENSATION PLAN WAS ADOPTED** by the City Council of the City of Ridgecrest, California at their regular meeting on March 2, 2016.

---

Dennis Speer  
City Manager

**EXHIBIT "A"**

**VACATION SCHEDULE  
CONFIDENTIAL EMPLOYEES**

0-4	3.08	80
5-9	4.62	120
10 - 14	6.16	160
15+ years	7.70	200

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**5**

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

**SUBJECT:** A Resolution For Change Order Number One To The Professional Service Agreement In The Amount Of Thirty-Eight Thousand Five Hundred Forty Two Dollars (\$38,542.00) With The Engineer Of Record, Willdan Engineering, For Additional Design, Right of Way And Easement Acquisition Services On The Downs Street Widening Project, And Authorize The City Manager, Dennis Speer, To Execute Change Order Number One

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

Willdan Engineering is currently under contract with the City of Ridgecrest to provide Preliminary Engineering Services for the Downs Street Widening Project. Willdan Engineering has completed the scope of work for the original contract and has prepared one hundred percent (100%) complete plans and specifications. Willdan Engineering has also worked with the City on issues that were outside the scope of work in the original contract.

Additional design, right of way and easement acquisition services are necessary. Design and specifications are needed to access drive approaches for the business Mather Brothers and the property on the southwest corner of Ridgecrest Boulevard and Downs Street; along with sewer lateral extensions and center median street lighting.

Right of way and easement acquisitions must be obtained for the Mather Brothers property, construction easements, and the Southern California Edison (SCE) power pole, guy pole and wire easements along the corridor.

In order for the City to acquire the right of way and easements, legal descriptions and exhibits must be prepared.

The City requested and received a proposal from Willdan to perform the necessary additional professional services as Change Order Number One from the Original Contract on the Downs Street Widening Project.

Staff is recommending that the proposed fee be funded by the unallocated Tax Allocation Bonds. This fee will be expended from the capital improvement project line item 018-4760-430-2106 project ST1301 and the funds will be added to the existing purchase order number 7097.

**FISCAL IMPACT:** \$38,542.00

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution For Change Order Number One To The Professional Service Agreement In The Amount Of Thirty-Eight Thousand Five Hundred Forty Two Dollars (\$38,542.00) With The Engineer Of Record, Willdan Engineering, For Additional Design, Right of Way And Easement Acquisition Services On The Downs Street Widening Project, And Authorize The City Manager, Dennis Speer, To Execute Sign Change Order Number One

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren E. Culp

Action Date: March 2, 2016

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## RESOLUTION NO. 16-XX

**A RESOLUTION FOR CHANGE ORDER NUMBER ONE TO THE PROFESSIONAL SERVICE AGREEMENT IN THE AMOUNT OF THIRTY-EIGHT THOUSAND FIVE HUNDRED FORTY TWO DOLLARS (\$38,542.00) WITH THE ENGINEER OF RECORD, WILLDAN ENGINEERING, FOR ADDITIONAL DESIGN, RIGHT OF WAY AND EASEMENT ACQUISITION SERVICES ON THE DOWNS STREET WIDENING PROJECT, AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE CHANGE ORDER NUMBER ONE**

**WHEREAS**, Willdan Engineering is currently under contract with the City of Ridgecrest to provide Preliminary Engineering Services for Downs Street Widening Project; and

**WHEREAS**, Willdan Engineering has completed the scope of work for the original contract and has prepared 100% complete plans and specifications; and

**WHEREAS**, Willdan Engineering has also worked with the City on issues that were outside the scope of work in the original contract; and

**WHEREAS**, Additional design, right of way and easement acquisition services are necessary; and

**WHEREAS**, The City has requested and received a proposal from Willdan Engineering and will be accepting Change Order Number One to the Original Contract; and

**WHEREAS**, The sum of Thirty Eight Thousand Five Hundred Forty Two Dollars (\$38,542.00) for the Downs Street Widening Project will be funded by the unallocated Tax Allocation Bonds; and

**WHEREAS**, This fee will be expended from the capital improvement project line item 018-4760-430-2106 project ST1301 and the funds will be added to the existing purchase order number 7097.

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

1. Approves Change Order Number One with Willdan Engineering in the amount of Thirty-Eight Thousand Five Hundred Forty-Two Dollars (\$38,542.00) for the Downs Street Widening Project.
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 Change Order Number One with Willdan Engineering.

**APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF MARCH 2016 by the following vote.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Peggy Breeden, Mayor

---

Rachel Ford, City Clerk

February 2, 2016

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

**Subject: Proposal for Additional Right Of Way, Easement, and Design Services for Downs Street Widening Project, Request for Amendment #1 to PO #007097**

Willdan Engineering (Willdan) is pleased to submit this proposal to the City of Ridgecrest for the additional land surveying and design services for the street widening project on Downs Street between Ridgecrest Boulevard and Upjohn Avenue.

Willdan is currently under contract with the City of Ridgecrest to complete the design of street improvements on Downs Street. During the design process, several properties were identified as being in need of right of way dedication or temporary construction easements in order to construct the proposed street widening improvements. Per City direction, Willdan completed out of scope work to complete preliminary right of way and property acquisition research for those properties. Legal descriptions and plat maps were prepared for each property identified.

Following this initial research and document preparation, the City Manager has directed that Mr. Gary Parsons, Economic Development Manager, complete the property acquisitions for easements and right of way for the Downs Street project. The City Manager has also directed that Mr. Parsons acquire the additional easements necessary to relocate SCE's power poles that are in conflict with the proposed improvements. The City Manager is requiring the power poles to be relocated in the 4' parkway area behind the proposed 6' wide commercial sidewalk, which will result in the overhead wires overhanging onto private property. SCE has indicated that they will need additional easement for the conductor overhanging the private property as well as easements for any guy pole and guy wire relocations. For the power pole relocations conductor overhang; SCE has responded that they will need easements similar in width to the easement granted by the City for the transmission poles constructed along the north end of the Kerr Magee sports complex (approximately 10').

The City has requested that Willdan provide this proposal to assist with additional land surveying and design services described in the Scope of Work portion of this proposal. Willdan has reviewed, updated and submitted the ROW Exhibit and has investigated "Prior Rights" issues with Southern California Edison (SCE) under the original contract. Moving forward, Willdan will assist the City with negotiations with SCE related to the identified pole relocations.

This proposal includes Willdan's proposed fee as we see is necessary to provide the City of Ridgecrest with the requested services, based on our experience completing similar services to numerous agencies throughout California.

## Scope of Work

1.  Willdan will review current widening on the both sides of Downs Street with respect to ROW and easement issues.
2.  Willdan will assist the City in negotiations with SCE for the power pole relocations and easements as necessary, including attendance of two meetings by our Project Manager and our Licensed Land Surveyor.
3.  Willdan will provide grant forms, legal descriptions and plat maps (assumed quantity of ten) for properties requiring permanent or temporary construction easements and/or right of way. Anticipated permanent and temporary construction easements include:
  - a.  Permanent and construction easement documents for construction of drainage culvert inlet, outlet and drainage inlet structure.
  - b.  Construction easement documents for construction of Mather Brothers structure front entrance.
  - c.  Right of way documents for properties requiring additional right of way.
  - d.  Coordination with SCE for easements and documents for conductor overhang, guy poles, and guy wires.
4.  Property Owner Research (includes pulling vesting deed only)
  - a.  Clear title is assumed to be available from the last deed recorded against the property. In the event that title is unclear and it becomes necessary to obtain a title report, additional compensation in the amount of \$750 per report will be warranted.
5.  Revise construction drawings, specifications, and quantities to include design of the following additional items:
  - a.  A median opening at the Mather Brothers property.
  - b.  New electrical conduit in the center median.
  - c.  Two new driveways on Downs Street at the property at the southeast corner of Downs Street and Ridgecrest Blvd.
  - d.  Sewer lateral stubouts to vacant lots within the project limits.

## Contract Amendment No. 1 Summary of Costs

Per the cost breakdown provided on the following pages, Willdan requests that the City of Ridgecrest authorize an Amendment #1 to our Purchase Order #007097, for additional land surveying and design services in the amount of \$38,542 to compensate for the out of scope items described above.

Willdan requests that our existing budget of \$124,740 be increased by \$38,542 to cover the costs for items described above.

**Contract Amendment No. 1    \$38,542    \_\_\_\_\_ (initial)**

Please initial and execute this Contract Amendment No. 1 and return a copy to our office.

If you have any questions or require additional information, please contact Mr. Mike Bustos at (805) 279-6870 or [mbustos@willdan.com](mailto:mbustos@willdan.com).

### WILLDAN ENGINEERING



Newton Armstrong, PE  
Director of Engineering



Mike Bustos, PE  
Project Manager

### ACCEPTED AND APPROVED CITY OF RIDGECREST

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Fee Proposal - Downs Street Widening Project

### Additional Land Surveying and Design Services

#### 1. Review Current Widening Project

Principal Project Manager	\$ 185.00	8 Hrs.	\$ 1,480.00
Senior Survey Analyst	\$ 138.00	4 Hrs.	\$ 552.00
Senior Enigneer	\$ 154.00	6 Hrs.	\$ 924.00
<b>Subtotal</b>		<b>18 Hrs.</b>	<b>\$ 2,956.00</b>

#### 2. Assist City in negotiations with SCE (includes attendance of 2 meetings)

Principal Project Manager	\$ 185.00	24 Hrs.	\$ 4,440.00
Senior Engineer	\$ 154.00	32 Hrs.	\$ 4,928.00
Utility Coordinator	\$ 133.00	16 Hrs.	\$ 2,128.00
<b>Subtotal</b>		<b>72 Hrs.</b>	<b>\$ 11,496.00</b>

#### 3. Legal Descriptions and Plats, Inlcuding Coordination with SCE for Easements\*

Principal Project Manager	\$ 185.00	8 Hrs.	\$ 1,480.00
Senior Survey Analyst	\$ 138.00	20 Hrs.	\$ 2,760.00
Senior Enigneer	\$ 154.00	16 Hrs.	\$ 2,464.00
Legal Description and Plats (8)	\$ 850.00	10 EA	\$ 8,500.00
<b>Subtotal</b>		<b>28 Hrs.</b>	<b>\$ 15,204.00</b>

\* The basic price for legal, plat, front sheet, and title work is \$850 per legal. If there are two legals on one lot (permanent and temporary), the second legal will be reduced to \$500.

#### 4. Property Ownership Research (Vesting Documents Only)

Principal Project Manager	\$ 185.00	4 Hrs.	\$ 740.00
Title Report**	\$ 750.00	1 EA	\$ 750.00
<b>Subtotal</b>			<b>\$ 1,490.00</b>

\*\* Only required if clear title is not able to be obtained from the last deed recorded against the property.

#### 6. Revise Plans, Specifications and Estimates

Principal Project Manager	\$ 180.00	2 Hrs.	\$ 360.00
Senior Engineer	\$ 154.00	16 Hrs.	\$ 2,464.00
Designer II	\$ 127.00	36 Hrs.	\$ 4,572.00
<b>Subtotal</b>		<b>54 Hrs.</b>	<b>\$ 7,396.00</b>

<b>Grand Total</b>	<b>\$ 38,542.00</b>
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**“EXHIBIT A”**

**AMENDMENT NO. 1**

to

**CONSULTANT AGREEMENT**

between

**THE CITY OF RIDGECREST**

and

**WILLDAN ENGINEERING**

for

**Additional Preliminary Engineering Services for the Downs Street Widening Project**

As of \_\_\_\_\_ 20 \_\_, the City of Ridgecrest, herein "CITY", and Willdan Engineering, herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

CITY retained CONSULTANT to furnish Preliminary Engineering Services under a Consultant Agreement dated December 4, 2012, hereinafter called "Original Agreement". The parties desire to modify the Original Agreement to reflect additional costs.

**SECTION 2 – MODIFICATION OF CONSIDERATION**

Subdivision (a) of Section 3 of the Original Agreement is modified to read:

“(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 Thirty-Eight Thousand Five Hundred forty-Two (\$38,542.00) based upon the fee schedule attached hereto as Exhibit ‘B’.”

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**SECTION 3 - OTHER**

Except as provided herein, the Original Agreement is affirmed.

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

APPROVED:  
CITY OF RIDGECREST

APPROVED:  
WILLDAN ENGINEERING

By: \_\_\_\_\_  
Dennis Speer, City Manager

By: \_\_\_\_\_  
David Hunt, Senior Vice President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith Lemieux, City Attorney

February 2, 2016

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

**Subject: Proposal for Additional Right Of Way, Easement, and Design Services for Downs Street Widening Project, Amendment to PO #007097**

Willdan Engineering (Willdan) is pleased to submit this proposal to the City of Ridgecrest for the additional land surveying and design services for the street widening project on Downs Street between Ridgecrest Boulevard and Upjohn Avenue.

Willdan is currently under contract with the City of Ridgecrest to complete the design of street improvements on Downs Street. During the design process, several properties were identified as being in need of right of way dedication or temporary construction easements in order to construct the proposed street widening improvements. Per City direction, Willdan completed out of scope work to complete preliminary right of way and property acquisition research for those properties. Legal descriptions and plat maps were prepared for each property identified.

Following this initial research and document preparation, the City Manager has directed that Mr. Gary Parsons, Economic Development Manager, complete the property acquisitions for easements and right of way for the Downs Street project. The City Manager has also directed that Mr. Parsons acquire the additional easements necessary to relocate SCE's power poles that are in conflict with the proposed improvements. The City Manager is requiring the power poles to be relocated in the 4' parkway area behind the proposed 6' wide commercial sidewalk, which will result in the overhead wires overhanging onto private property. SCE has indicated that they will need additional easement for the conductor overhanging the private property as well as easements for any guy pole and guy wire relocations. For the power pole relocations conductor overhang; SCE has responded that they will need easements similar in width to the easement granted by the City for the transmission poles constructed along the north end of the Kerr Magee sports complex (approximately 10').

The City has requested that Willdan provide this proposal to assist with additional land surveying and design services described in the Scope of Work portion of this proposal. Willdan has reviewed, updated and submitted the ROW Exhibit and has investigated "Prior Rights" issues with Southern California Edison (SCE) under the original contract. Moving forward, Willdan will assist the City with negotiations with SCE related to the identified pole relocations.

This proposal includes Willdan's proposed fee as we see is necessary to provide the City of Ridgecrest with the requested services, based on our experience completing similar services to numerous agencies throughout California.

## Scope of Work

1. Willdan will review current widening on the both sides of Downs Street with respect to ROW and easement issues.
2. Willdan will assist the City in negotiations with SCE for the power pole relocations and easements as necessary, including attendance of two meetings by our Project Manager and our Licensed Land Surveyor.
3. Willdan will provide grant forms, legal descriptions and plat maps (assumed quantity of ten) for properties requiring permanent or temporary construction easements and/or right of way. Anticipated permanent and temporary construction easements include:
  - a. Permanent and construction easement documents for construction of drainage culvert inlet, outlet and drainage inlet structure.
  - b. Construction easement documents for construction of Mather Brothers structure front entrance.
  - c. Right of way documents for properties requiring additional right of way.
  - d. Coordination with SCE for easements and documents for conductor overhang, guy poles, and guy wires.
4. Property Owner Research (includes pulling vesting deed only)
  - a. Clear title is assumed to be available from the last deed recorded against the property. In the event that title is unclear and it becomes necessary to obtain a title report, additional compensation in the amount of \$750 per report will be warranted.
5. Revise construction drawings, specifications, and quantities to include design of the following additional items:
  - a. A median opening at the Mather Brothers property.
  - b. New electrical conduit in the center median.
  - c. Two new driveways on Downs Street at the property at the southeast corner of Downs Street and Ridgecrest Blvd.
  - d. Sewer lateral stubouts to vacant lots within the project limits.

We appreciate this opportunity to submit our proposal for your consideration and look forward to discussing your needs and working together on this project. If you have any questions or require additional information, please contact Mr. Mike Bustos at (805) 279-6870 or [mbustos@willdan.com](mailto:mbustos@willdan.com).

Respectfully submitted,  
**WILLDAN ENGINEERING**



Newton Armstrong, PE  
Director of Engineering



Mike Bustos, PE  
Project Manager

**Fee Proposal - Downs Street Widening Project**  
**Additional Land Surveying and Design Services**

1. Review Current Widening Project

Principal Project Manager	\$ 185.00	8 Hrs.	\$ 1,480.00
Senior Survey Analyst	\$ 138.00	4 Hrs.	\$ 552.00
Senior Enigneer	\$ 154.00	6 Hrs.	\$ 924.00
<b>Subtotal</b>		<b>18 Hrs.</b>	<b>\$ 2,956.00</b>

2. Assist City in negotiations with SCE (includes attendance of 2 meetings)

Principal Project Manager	\$ 185.00	24 Hrs.	\$ 4,440.00
Senior Engineer	\$ 154.00	32 Hrs.	\$ 4,928.00
Utility Coordinator	\$ 133.00	16 Hrs.	\$ 2,128.00
<b>Subtotal</b>		<b>72 Hrs.</b>	<b>\$ 11,496.00</b>

3. Legal Descriptions and Plats, Inlcuding Coordination with SCE for Easements\*

Principal Project Manager	\$ 185.00	8 Hrs.	\$ 1,480.00
Senior Survey Analyst	\$ 138.00	20 Hrs.	\$ 2,760.00
Senior Enigneer	\$ 154.00	16 Hrs.	\$ 2,464.00
Legal Description and Plats (8)	\$ 850.00	10 EA	\$ 8,500.00
<b>Subtotal</b>		<b>28 Hrs.</b>	<b>\$ 15,204.00</b>

\* The basic price for legal, plat, front sheet, and title work is \$850 per legal. If there are two legals on one lot (permanent and temporary), the second legal will be reduced to \$500.

4. Property Ownership Research (Vesting Documents Only)

Principal Project Manager	\$ 185.00	4 Hrs.	\$ 740.00
Title Report**	\$ 750.00	1 EA	\$ 750.00
<b>Subtotal</b>			<b>\$ 1,490.00</b>

\*\* Only required if clear title is not able to be obtained from the last deed recorded against the property.

6. Revise Plans, Specifications and Estimates

Principal Project Manager	\$ 180.00	2 Hrs.	\$ 360.00
Senior Engineer	\$ 154.00	16 Hrs.	\$ 2,464.00
Designer II	\$ 127.00	36 Hrs.	\$ 4,572.00
<b>Subtotal</b>		<b>54 Hrs.</b>	<b>\$ 7,396.00</b>

<b>Grand Total</b>			<b>\$ 38,542.00</b>
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## CONSULTANT AGREEMENT

As of December 4, 2012, the **City of Ridgecrest**, hereinafter "City," and **Willdan Engineering** hereinafter "Consultant," agree as follows:

### 1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of environmental studies, permits, plans, specifications and engineering for the **Downs Street Widening Design Project** wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

### 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 the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director or a designated representative.

### 3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that the fee shall be based upon a time and materials and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of **One Hundred Twenty-Four Thousand, Seven Hundred Forty (\$124,740.00)**. □□□r□□□□□□□□□□

(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:

Dennis Speer  
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 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 contractor. 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 in hard copy and digital & CAD file formats 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 or other wrongful conduct 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:

(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 claim and \$2,000,000 annual aggregate.

(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 Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its Board 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 Board 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 Board 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 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 by the insurer or the Consultant except after thirty (30) days' prior written notice by first class mail, return receipt requested, postage prepaid 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. 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. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

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

William C. Pagett, PE  
Senior Vice President  
Willdan Engineerin  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

(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.

**11. Integration.**

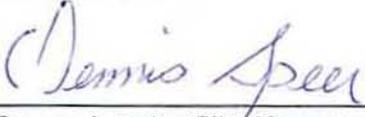
This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed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

**12. 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

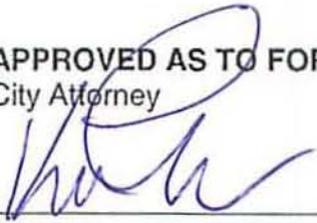
APPROVED:  
City of Ridgecrest

By:   
Dennis Speer, Interim City Manager

APPROVED:  
Contractor

By:   
William C. Pagett, Senior Vice President

APPROVED AS TO FORM  
City Attorney

  
Attorney

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

**SUBJECT:**

A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount of Fifty-One Thousand Six Hundred Thirty-five Dollars (\$51,635.00) To Provide Construction Management For The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road And Authorize The City Manager, Dennis Speer, To Sign The Agreement

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide Construction Management for The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road. The specific project includes installing new traffic signal, interconnection, curb, gutter and ADA compliant curb ramps.

Willdan Engineering has been working as an oversight inspector for the City of Ridgecrest on the Wal-Mart Project; is doing the construction management on the section of roadway on South China Lake Boulevard between Bowman Road and College Heights Road; and designed the Bowman Traffic Signal Intersection. Their knowledge of all the projects and coordination with the contractor Western Eleven is vital to the management of construction at South China Lake Boulevard and Bowman Road.

The proposed services are on a time and materials basis not to exceed.

The fee for the project is Fifty-One Thousand Six Hundred Thirty-five Dollars (\$51,635.00) and is being funded through the Highway Safety Improvement Program (HSIP). This fee will be expended from the capital improvement account 018-4760-430-2109 project number TS1305.

Staff recommends that the City Council approves the agreement and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Willdan Engineering.

**FISCAL IMPACT: \$51,635.00**

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount of Fifty-One Thousand Six Hundred Thirty-five Dollars (\$51,635.00) To Provide Construction Management For The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road And Authorize The City Manager, Dennis Speer, To Sign The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: March 2, 2016

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**RESOLUTION NO. 16-xx**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM WILLDAN ENGINEERING TO PROVIDE CONSTRUCTION MANAGEMENT IN THE AMOUNT OF FIFTY-ONE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS (\$51,635.00) FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF CHINA LAKE BOULEVARD AND BOWMAN ROAD AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road; and

**WHEREAS**, The specific project includes installing new traffic signal, interconnection, curb, gutter and ADA compliant curb ramps; and

**WHEREAS**, Willdan Engineering has been working as an oversight inspector for the City of Ridgecrest on the Wal-Mart Project; is doing the construction management on the section of roadway on South China Lake Boulevard between Bowman Road and College Heights Road; and designed the Bowman Traffic Signal Intersection; and

**WHEREAS**, Their knowledge of all the projects and coordination with the contractor Western Eleven is vital to the management of construction at South China Lake Boulevard and Bowman Road; and

**WHEREAS**, The fee for the project is Fifty-One Thousand Six Hundred Thirty-five Dollars (\$51,635.00) and is being funded through the Highway Safety Improvement Program (HSIP); and

**WHEREAS**, The proposed services are on an time and materials basis not to exceed; and

**WHEREAS**, This fee will be expended from the capital improvement account 018-4760-430-2109 project number TS1305.

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

Authorizes the Approval of a Professional Service Agreement with the Consulting Firm of Willdan Engineering in the amount of Fifty-One Thousand Six Hundred Thirty-five Dollars (\$51,635.00).

Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.

Authorizes the City Manager, Dennis Speer, to execute the Professional Services Agreement.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of March 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Peggy Breeden, Mayor

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Rachel J. Ford, CMC  
City Clerk



# Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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## CONSULTANT AGREEMENT

As of \_\_\_\_\_, 20\_\_\_\_, the City of Ridgecrest, hereinafter "City," and **Willdan Engineering**, hereinafter "Consultant," agree as follows:

1. Purpose.

- (a) Construction Management for the Traffic Signal at the Intersection of South China Lake Boulevard and Bowman Avenue.
- (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 **Fifty-One Thousand Six Hundred and Thirty-Five Dollars (\$51,635.00)**.
- (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. Dennis Speer  
City Manager/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 shall continue until completion of the services described above and within Exhibit "A."



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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:

(1) Commercial general liability insurance written on an occurrence



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### 11. 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



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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.

### 12. 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.

### 13. 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.

### 14. 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



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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.

### 15. 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.

### 16. State Prevailing Wage Rates

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

### 17. Prohibition of Expending Funds for Lobbying



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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(a) Consultant certifies to the best of his or her knowledge and belief that:

(1) No state, federal, or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

18. 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



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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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

David L Hunt  
Sr. Vice President  
Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

(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.

### 19. 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.

### 20. 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.



## Construction Management Traffic Signal at South China Lake Boulevard and Bowman Avenue

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

APPROVED:  
City of Ridgecrest

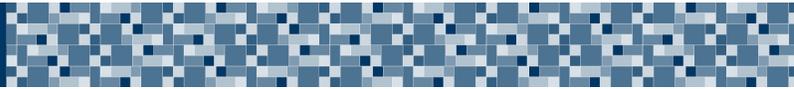
APPROVED:  
Willdan Engineering

By: \_\_\_\_\_  
Dennis Speer, City Manager

By: \_\_\_\_\_  
David Hunt, Senior Vice President

**APPROVED AS TO FORM**  
City Attorney

By \_\_\_\_\_  
Attorney



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February 5, 2016

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

**Subject: Proposal for Construction Engineering Services for Highway Safety Improvement (HSIP) Cycle 5 Traffic Signal Installation for China Lake Blvd at Bowman Rd  
Federal Aid Project No. HSIPL-5385(049)**

Dear Mr. Culp:

Willdan Engineering (Willdan) is especially qualified to provide the required services for the City of Ridgecrest's (City) China Lake Blvd and Bowman Rd Traffic Signal Installation Project. Our firm has over 51 years of experience providing similar services to client cities throughout California – including the City of Ridgecrest – and the western United States. Our extensive experience makes us particularly strong as a partner on this important endeavor.

The following highlights the advantaged that Willdan brings to the City of Ridgecrest for this project:

***Unmatched City of Ridgecrest Knowledge and Experience***

As an approved on-call consultant, Willdan has developed a strong working relationship with the City of Ridgecrest through our involvement in numerous multidisciplinary projects completed for the City since 2010, including resident engineering, construction management and inspection services for the China Lake Blvd Rehabilitation, West Ridgecrest Blvd Reconstruction, Drummond Avenue Street Resurfacing, College Heights Boulevard Roadway Improvements, and Cycles 3, 8 and 9 Safe Routes to School Projects; design services for the Drummond Avenue Street Resurfacing, Sunland Street Rehabilitation and Resurfacing, Downs Street Widening, Drummond Avenue Widening, Cycle 5 HSIP Signing and Striping Modifications, and Cycle 3 Safe Routes to School Projects; and as-needed plan checking services. Willdan staff also provided design services for the subject project, providing our staff with the background knowledge to successfully complete the project.

Our experience working on these projects alongside City staff has given our team the fundamental background knowledge of the City's standards and requirements, staff, procedures, funding concerns, and goals necessary to complete the desired services and deliver a successful project. Willdan has also been involved in this project throughout the preliminary engineering phase, providing our team with an in depth understanding of the project elements.

***Highly Qualified Team of Professionals***

We have gathered a team who has previously worked together to successfully complete similar projects working together, and developed a detailed scope of work to successfully complete the construction engineering services requested by the City.

Willdan's proposed Project Manager, Mike Bustos, PE, has recently completed construction management services on the City's West Ridgecrest Boulevard Reconstruction, Sunland Street Rehabilitation, Cycle 3 Safe Routes to School, S. China Lake Rehabilitation, and College Heights Boulevard Roadway Improvements projects.

The enclosed proposal includes Willdan's proposed project team members, project understanding, scope of work, and fee as we see is necessary to provide the City of Ridgecrest with the requested services, based on our vast experience completing similar services to numerous agencies throughout California.

We appreciate this opportunity to submit our proposal for your consideration and look forward to discussing your needs and our qualifications. If you have any questions, please contact Mr. Mike Bustos at (805) 653-6597 or mbustos@willdan.com.

Respectfully submitted,

**WILLDAN ENGINEERING**



Chris Baca, RCI, CESSWI  
Deputy Director of Construction Management and Inspection Services





## Project Team

A successful partnership for this type of project requires expertise in construction management and inspection services and effective coordination with the City staff, contractors, communities, and other project stakeholders to ensure the project reflects the expectations of its stakeholders.

Although overall firm credentials and experience are important, the key to a successful project is the caliber and depth of experience of the individuals assigned to the team. Willdan offers the City of Ridgecrest a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake federally funded public works construction management and inspection projects.

Brief biographies of our project team detailing their experience and their roles for various types of relevant projects are provided herein.

### Project Manager

**Mr. Mike Bustos, PE**, will be the **Project Manager and main point of contact** for the project. He has been responsible for numerous recently completed City projects, including South China Lake Blvd Rehabilitation, West Ridgecrest Blvd Reconstruction, and HSIP Traffic Signal Modifications and Signing and Striping Upgrades. Mr. Bustos has extensive experience in managing federally funded street improvement projects. His involvement in the various city projects, and his widespread design and construction management experience, provides him with the background knowledge of City's design requirements, staff, procedures, and goals necessary to complete the desired services and deliver a successful project.

#### As Project Manager, Mr. Bustos will:

- Work with city staff and lead key team members to jointly prepare a strategy for pursuing the assigned projects.
- Establish appropriate internal coordination activities to best provide the services needed.
- Monitor, review and report on the project's status to the City at regular intervals.
- Solicit information from and coordinate reviews by the City.
- Be the primary contact and focus of project correspondence in order to maximize communications between the City, Caltrans other agencies, and the Willdan team.
- Monitor the general progress of the project, and will thoroughly review all major documents prior to submittal to the City.

### Key Team Members

**Mr. Douglas Wilson, PE**, will serve as our **QA Manager**. He is a principal project manager in the City Engineering Group and is the Program Manager for Willdan's on call contract with the City of Ridgecrest. Mr. Wilson has established excellent working relationships with various Public Works team members at the City and will continue to provide ongoing project and staff support for work assignments pursuant to this contract.

In accordance with Willdan's QA program, Mr. Wilson will oversee the implementation of this contract's specific QA activities. Mr. Wilson will meet quarterly with the City's Public Works Director and/or City Engineer to review the progress and performance. Any identified performance issues will be addressed.

Mr. Wilson will administer the QA/QC program for this contract, and will work closely with our Project Manager, Mr. Bustos, to ensure our services to the City and its citizens are top quality.



**Mr. Michael D. Bustos, PE, ENV SP**, will serve as **Resident Engineer**. He brings more than 13 years of experience as a resident engineer and construction manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from water wells to street overlays, including projects with special funding. He recently provided construction management and resident engineer services to the City for the West Ridgecrest Blvd Reconstruction, South China Lake Blvd Rehabilitation, and College Heights Boulevard Roadway Improvements projects. Mr. Bustos brings unrivaled City of Ridgecrest experience and understanding of local conditions, as well as the City's design standards and expectations.

**Mr. Rich Rodriguez**, will serve as **Project Inspector**. He is responsible for construction observation of a wide range of public works improvement projects. Mr. Rodriguez's field experience includes public works projects involving paving, drainage facilities, street and landscape improvements, traffic signals, signing and striping, parking lots, street lighting, and underground utility construction. With the majority of his experience being in Northern California, he has vast experience with ensuring compliance with Caltrans standard specifications. Mr. Rodriguez is currently providing inspection services for the City on offsite improvements associated with the Super Walmart development project.

**Mr. Larry Brown**, will serve as **Alternate Inspector**. He is responsible for construction administration and observation of a wide range of public works improvement and developer projects. Mr. Brown's field experience includes projects involving drainage facilities, street and landscape improvements, traffic signals, signing and striping, parking lots, street lighting, and underground utility construction. He has vast experience providing inspection services to the City of Ridgecrest.

**Mr. Ross Khiabani, PE, GE**, will serve as **Quality Assurance Materials Testing Engineer** during construction. Mr. Khiabani has 30 years of experience in performing diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, and laboratory testing. He has obtained a familiarity with City's local conditions and expectations through his involvement in over a dozen completed City projects.

**Ms. Jane E. Freij** will serve as **Labor Compliance Manager**. She will have direct supervision and full responsibility for all federal labor compliance activities. This includes managing and coordinating field personnel and maintaining contact with the contractor to ensure all requirements are met. She will be fully responsible for the labor compliance file, ensuring that the files are properly maintained and assembled by the labor compliance specialist.

**Ms. Diane Rukavina, PE**, will serve as **Special Funding Engineer**. She will have direct supervision and full responsibility for all federal compliance activities. Ms. Rukavina has 31 years of experience in municipal engineering and has processed over 90 federal-/state-funded projects, including STPL, SRTS, SR2S, HBP, HSIP, CMAQ, TCSP, ARRA, and SAFETEA-LU – from request for authorization to final invoicing for 28 cities.



## Ability to Perform

Willdan is committed to providing the staffing and resources required to complete the City's project on schedule and within the allotted and agreed upon budget. Willdan's internal project management procedures call for preparing labor requirements for each active project and integrating that data into a labor projections and resource allocations database for all projects. The projections for each project are aggregated by technical disciplines to produce company-wide labor needs and to identify shortages or surpluses. Willdan's workload is reviewed on a weekly, monthly, and quarterly basis.

## Fee Proposal

Our fee proposal has been submitted in a separate sealed envelope and includes the required DBE forms and a detail man-hour labor breakdown.

## Required DBE Forms

The requested DBE 10-01 and 10-02 forms are incorporated into fee proposal that has been submitted in a separate sealed envelope.

## Understanding of Project and Scope of Work

Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform resident engineering, construction management, inspection, quality assurance testing, labor compliance, and federal funding contract administration for the City's federally funded traffic signal installation project at the intersection of China Lake Blvd and Bowman Rd. The proposed improvements are funded by state and federal programs (HSIP) and require the services of a consultant with expertise in the management of federally-funded projects.

China Lake Blvd is a north-south arterial in the City of Ridgecrest. The proposed traffic signal is to be installed at the intersection with Bowman Rd. The intersection is currently controlled by 4-way stop signs. Walmart is currently developing the property on the southeast corner of China Lake Blvd and Bowman Rd. The proposed offsite improvements for the Walmart project include curb and gutter, curb ramps, sidewalks and striping within the limits of this project and will therefore require close coordination with the Walmart contractor. The contract documents specify a 45 working day construction contract duration.

## Project Approach

Willdan provides expertise in all areas of construction management, inspection, labor compliance, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors and provide significant insight for identifying and correcting discrepancies, ambiguities, omissions, or conflicts in contract documents that could generate misinterpretation and/or disagreements between the City and the contractor.

Willdan has experience in managing projects that span heavily used, congested roadways and has experience in best practices to avoid potential conflicts and to avoid or mitigate any hazards during construction.

Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents.



Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straight-forward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

### **Claims Resolution Expertise**

Willdan has veteran construction engineers on staff with extensive knowledge of how to quickly understand project field conditions and issues and mitigate those issues with practical, cost efficient solutions that will protect the City's liability exposure, while preserving the integrity of the contracted design. Our construction management staff is well versed in reviewing and analyzing critical path method schedules and time impact analysis submittals and in preparing recommendations and presentations on these issues, including utilizing the latest Primavera and Microsoft Project software.

One of the keys to resolving construction problems before they occur begins with a well-defined work plan. As part of the previously described project-specific quality assurance plan, a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule will be developed. The work plan will provide definitive directions to the project team as agreed to by the City. The plan will address, at a minimum, project team meetings; effective communication mediums; and scheduled quality control processes.

Our construction management team will also perform a constructability review of the plans and specifications, including analysis of quantities; a check of construction phasing – specifically the traffic plans – and a full analysis of the contractor's schedule.

Additionally, our construction manager will maintain a project first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues.

We are a team, and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

### **Project Administration**

Our construction management services focus on coordination, review, tracking, reporting, and field inspections to ensure the work quality is in compliance with City standards and the contract documents. Mr. Michael D. Bustos, PE, and Mr. Mario Cisneros, will serve as Willdan's resident engineer and assistant construction manager, respectively. Mr. Bustos, Mr. Cisneros, and our public works inspector will coordinate, work, proactively assist the general contractor's construction efforts, and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications.

Initial project administration protocols include:

- Construction document review for constructability



- Preconstruction meeting with the developer's contractor, City representatives, designer, and others deemed necessary by the City or Willdan

Once construction has begun, Willdan will:

- Review and monitor the work as it is constructed, along with supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the budget
- Track the progress and quality of construction
- Log and process submittals, RFIs, RFCs, and CCOs
- Track labor and equipment
- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to the City on construction progress and all technical and economic parameters

***Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team.***

Mr. Bustos is the base for any decisions and provides assignment of specific duties on a daily basis, while monitoring the success of their fulfillment. He has specific administrative duties, which include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system. Mr. Cisneros and inspector(s) will have specific assignments and move the products of their reporting to Mr. Bustos.

This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with multi-level control.

## Scope of Work

### Resident Engineering

1. Conduct a thorough review of the soils report, construction plans and specifications.
2. Verify through design support consultation that each identified item of concern is being interpreted properly.
3. Perform design revisions, additions, answers to questions, RFIs, and construction disputes.
4. Assist the City with public awareness and in-formation program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
5. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
6. Coordinate with Caltrans District 9 Office of Local Assistance.
7. Ensure that the contractor distributes public construction notices and places construction and information signs.
8. Prepare special concerns to be presented at the preconstruction conference.
9. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.



10. Review contractor's safety program in consultation with City staff.
11. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
12. Log, track, review, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), drawing revisions, construction schedule, and detailed traffic control plan.
13. Closely review schedule, require schedule updates, monitor progress, and advise contractor to take action on schedule slippage.
14. Document contractor's 20-day notices, mechanic's liens, and stop notices.
15. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
16. Prepare weekly statement of working days and submit to the contractor and the City.
17. Provide weekly progress reports.
18. Establish and conduct construction progress and coordination meetings to:
  - Resolve all old business issues to the maximum extent possible
  - Address all items of new business as presented by any party
  - Review project schedule and address any deviations
  - Review submittal log in terms of items needed and resubmittals required and re-view RFI, RFC, CCO, NCR, and NOPC logs
  - List status of construction items recently undertaken or ongoing
  - List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
  - Review SWPPP issues
  - Review contractor's safety program
  - Provide updated drawing revisions list/log
19. Prepare minutes for the construction progress meeting.
20. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
21. Evaluate and respond to the contractor's re-requests for clarification of plans and specifications.
22. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
23. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
24. Obtain and review contractor's rate sheet for T&M work.
25. Perform quantity, time, and cost analyses required for negotiation of contract changes. At the end of the project, provide a "balancing" change order to cover all bid items over/under their original bid amounts.



26. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review. Review the Contractor's labor rate schedule for conformance with current prevailing wages. Utilize the Caltrans rate rental book ("Bluebook") for change order costs associated with equipment utilized on the project.
27. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
28. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
29. Monitor materials documentation and testing results and enforce corrections.
30. Review for approval the contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over the amount with the contractor; and process payments through the City's project manager.
31. Monitor preparation of a punch list at substantial completion and follow up.
32. Routinely review construction files to ensure conformance to City standards and good construction management practice.
33. Ensure City received as-built set of drawings at completion.
34. Assist City with stop notices and release of retention. Verify lien releases have been received from contractor for all subcontractors and suppliers. Prepare and submit Notice of Completion.
35. Prepare Notice of Completion on behalf of City.
36. Finalize and deliver all construction files and supplies to the City for their records.
37. Maintain a copy of all construction files and information as needed in the event of a Caltrans or FHWA pre-, mid-, or post-construction project audit, for a period of three years from Caltrans payment of the Final Invoice, or four years from the date of final payment under the contract, whichever is longer, in accordance with Chapter 19 of the LAPM.
38. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

### Construction Inspection

1. Review plans, specifications, and all other con-tract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered. Note: This proposal assumes that the inspector will also concurrently cover inspection of the Walmart and/or South China Lake Blvd construction project.



7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
9. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate the contractor's operation and production with respect to quality and progress and report to the resident engineer.
16. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
17. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
19. Agree upon source for weather forecast and criteria for establishing weather delays in advance of forecasted storms.
20. Establish and maintain weather day logs.
21. Prepare and maintain detailed daily diary inspector reports on construction progress.
22. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
23. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly re-ports, working day reports, change order documentation, photographs, and other documentation.
24. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
25. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.



26. Assist with the review and evaluation of change order work.
27. Provide complete measurements and calculations documented to administer progress payments.
28. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
29. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
30. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
31. Prepare documentation for final payment to the contractor.
32. Upon project completion, provide the finished set of project workbooks to the City.

### Geotechnical and Materials Testing

1. Review project plans and specifications. Willdan's geotechnical staff will provide quality assurance testing and monitoring of the contractor's material testing consultant, in conformance with the City's approved Quality Assurance Program.
2. Review the contractor's Quality Assurance Program reports and perform additional quality assurance testing of signal pole foundations as required.
3. Provide qualified Caltrans-certified technician to provide quality assurance monitoring of the contractor's operations including cylinder breaks and/or probing of subgrade to document the quality of compaction for compliance with project specifications.
4. Report/provide update of ongoing tests, including compression testing of concrete cylinders (i.e., 7-day and off-schedule breaks)
5. Report laboratory test results, including 28-day break results for concrete cylinders.
6. Prepare and submit daily field testing and observation reports indicating information pertinent to the observations performed and their compliance or non-compliance with project documents and applicable codes. These will be provided to the City.
7. Provide technician coordination, dispatch, material engineering review, test reporting, quality assurance/control, and administrative support services
8. Prepare a final project certification document, if requested, upon project completion. This document will be prepared under the supervision of and signed by a California registered geotechnical engineer and will include daily reports summarizing construction activities, conclusions, and results of all tests and inspection. All non-conforming materials and steps taken to bring them into conformance will be noted.
9. Provide and submit test results to field construction manager/inspector.
10. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, review of AC mix designs, test reporting, QA/QC, and administrative support services.
11. Promptly submit daily reports, which will include information on field observations, sampling and testing, as well as related laboratory testing. These reports will conform to the project specifications and applicable codes, representative for review.



## Caltrans Award and Invoicing Submittals

### Award Submittal

1. Ensure the City submits a copy of the Notice of Award or Notice to Proceed to the Caltrans DLAE.
2. Send a copy of the Notice of Pre-construction Meeting to the Caltrans DLAE.
3. Prepare LAPM Exhibit 15-C *Local Agency Project Advertising Checklist* and LAPM Exhibit 15-I *Local Agency Bid Opening Checklist* for the project file.
4. Prepare LAPM Exhibit 15-L *Local Agency Contract Award Checklist*.
5. Prepare LAPM Exhibit 15-M *Detail Estimate and Summary* and LAPM Exhibit 15-N *Finance Letter* based on the low bid.
6. Prepare LAPM Exhibit 15-B *Resident Engineer's Construction Contract Administration Checklist* to help the local agency with the administration of the Federal-aid project.
7. Submit Item Nos. 4 through 6 to the Caltrans DLAE within 60 days of award along with the following items: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, as-advertised plans and specifications, executed construction contract, LAPM Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)*, LAPM Exhibit 15-H *Good Faith Effort*, and LAPM Exhibit 9-E *Evaluation of Good Faith Effort Memo*.

### Progress Invoicing & Federal Report of Expenditures

1. Verify that the City has submitted to Caltrans copies of LAPM Exhibit 10-O1 *Local Agency Proposer DBE Commitment (Consultant Contracts)*, Exhibit 10-O2 *Local Agency Proposer DBE Information (Consultant Contracts)*, and Exhibit 10-C *Consultant Contract Reviewers Checklist* within 30 days of consultant contract execution.
2. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
3. Prepare LAPM Exhibit 5-A *Federal-Aid Invoice*, LAPM Exhibit 5-J *Local Agency Invoice Review Checklist* and LAPM Exhibit 5-K *Billing Summary Support Phases* at least once every 6 months based on the following items provided by the City: consultant invoices, contractor's contract progress reports, and copies of cancelled checks and submit to the Caltrans DLAE.
4. Prepare request for post-award adjustments if needed and submit to the Caltrans DLAE for approval prior to submitting the Final Invoice, including revised LAPM Exhibit 15-M *Detail Estimate*, LAPM Exhibit 15-N *Finance Letter*, and Exhibit 3-E *Request for Authorization to Proceed Data Sheet* based on the final construction and consultant costs.
5. Prepare LAPM Exhibit 17-A *Federal Report of Expenditures Letter* and the *Report of Expenditures Checklist* based on the Statement of Working Days.
6. Prepare LAPM Exhibit 17-C *Local Agency Final Inspection Form* to initiate Caltrans' job site review and verification of completion of the project.
7. Prepare LAPM Exhibit 17-G *Materials Certificate* for Resident Engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.
8. Prepare LAPM Exhibit 5-A *Federal-Aid Invoice*, LAPM Exhibit 5-J *Local Agency Invoice Review Checklist*, and LAPM Exhibit 5-K *Billing Summary Support Phases*, LAPM Exhibit 15-M *Final Detail*



*Estimate and Summary*, and LAMP Exhibit 17-E *Change Order Summary* based on the following items provided by the City: consultant final invoices, contractor's final contract progress report, release of retention or letter from Escrow, and copies of cancelled checks.

9. Submit to the Caltrans DLAE Item Nos. 5 through 8 and attach LAMP Exhibit 17-F *Final Report - Utilization of DBE, First Tier Subcontractors* and LAMP Exhibit 17-O *DBE Certification Status Change* to initiate timely project closure and payment.
10. Following receipt of the final payment check from the State Controller's Office, include documents and submittals in a Federal Funding File and make a PDF formatted file on a CD for the City.

### Labor Compliance Services

1. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation for prime contractor and any subcontractors on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
2. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
3. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
4. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
5. Maintain content and format of labor compliance file in conformance with applicable government requirements.
6. Coordinate project file reviews by authorized county, state, and federal agencies.
7. Submit complete federal labor compliance file to City for retention.

Note: Labor compliance scope of work is based upon a 45 working day construction contract, with 1 prime contractor and up to 5 subcontractors.



Sample Checklist

**CITY OF \_\_\_\_\_  
FIELD FILE CHECKLIST**

Project: \_\_\_\_\_

Project No. \_\_\_\_\_

Federal/CDBG/OTHER No. \_\_\_\_\_

1.0  Correspondence A  
 Letters, memos and transmittals (most recent on top)

2.0  Correspondence B  
 2.1  Consumer complaints & responses  
 2.2  20-day Notices  
 2.3  Stop Payment Notices

3.0  Correspondence C  
 3.1  Copy of AD advertising of the project (ARRA)  
 3.2  City Council award (date)  
 3.3  Notice of award  
 3.4  Notice of pre-construction meeting  
 3.5  Minutes of pre-construction meeting  
 3.6  Notice to proceed  
 3.7  Copy of signed and executed contract  
 3.8  Preliminary and final punch lists with inspector's signature and date of completion  
 3.9  List of project personnel with signatures (ARRA)  
 3.10  Emergency contact information  
 3.11  Medical facility map and directions  
 3.12  Permits  
 3.13  Right-of-way documents (if necessary)  
 3.14  Certificate of posting with picture of job site and location of posted posters. (ARRA)  
 3.15  Certificate of posting with picture of job site and location of project signs. (ARRA)  
 3.16  Notice to property owners  
 3.17  Notice of completion.(ARRA)  
 3.18  Federal aid amendment modification summary (ARRA)  
 3.19  E-76 (ARRA)  
 3.20  Environmental Report (ARRA)

4.0  Construction Schedules  
 4.1  Working day calendar  
 4.2  Statement of working days

5.0  Daily Construction Reports

6.0  Equipment and labor reports. (ARRA)

7.0  Employee Interviews. (ARRA)

8.0  List of subcontractors. (ARRA)

9.0  List of materials to be used with suppliers  
 9.1  Material submittal log  
 9.2  Submittals (separate tab for each submittal) with Certificate of Compliance.

Sample Checklist, *continued*

Should have Certificate of Compliance for all manufactured items. Examples of required submittals/certs are listed below. Should have at least one alternate supplier for AC, PCC, and ARHM.

- 1.0  Construction Schedule
- 2.0  Emergency Contacts
- 3.0  Notice to the residents
- 4.0  Concrete Mix 520-C-2500
- 5.0  AC PG 64-10 "B" ¾" Irwindale Batch
- 6.0  ARHM-GG ½" PG 64-16 Corona Drum
- 7.0  Loop Wires
- 8.0  Loop Sealant
- 9.0  Loop stub-out patch
- 10.0  Striping - Thermoplastic
- 11.0  Striping RPMs
- 12.0  SWPPP
- 13.0  Requested data on AC and ARHM
- 14.0  Class 2 base rock

10.0  Project QAP, Testing, Materials. (Highlight all required tests and frequency for your specific project.

- 10.1  Willdan Geotechnical Caltrans Certification
- 10.2  Willdan Geotechnical Technician's Certifications
- 10.2  Willdan Geotechnical Equipment Calibrations Certifications
- 10.4  Materials testing worksheet – List of all required test, per QAP, for the specific project.
- 10.5  Compaction testing (separate tab) SE etc.
- 10.6  Run tape AC plant and field (separate tab) load tickets and mix designs
- 10.7  Run tape PCC plant and field (separate tab) load tickets and mix designs
- 10.8  Rock / base (separate tab) load tickets
  - Pipe press tests (results)
- 10.9  Pressure Test – Testing Worksheet
- 10.10  Bac-T Testing
- 10.11  Sewer test (results) – Have separate testing worksheet for main-line and manholes
- 10.12  S.D. pipe (lay sheet, etc)
- 10.13  Top soil (Class A, B, or C)
- 10.14  Independent quality assurance reports (ARRA)

11.0  Pay quantity progress payments (Must have all SIGNITURES)

12.0  Bid Schedule

- 12.1  Detailed estimate (ARRA)
- 12.2  Finance letter (ARRA)

13.0  Survey

14.0  Contract Change Log – Should have separate tab for each change order. Each CCO shall include project memorandum, time and person notified, pictures, as-built documents, and extra work reports. Must have SIGNED copy of approved CCO.

15.0  Specifications – Must have separate tab for each addendum.

16.0  Photos

February 5, 2016

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

**Subject: Fee Proposal for Construction Engineering Services for Highway Safety Improvement (HSIP) Cycle 5 Traffic Signal Installation for China Lake Blvd at Bowman Road Federal Aid Project No. HSIPL-5385(049)**

Dear Mr. Culp:

Willdan Engineering (Willdan) is especially qualified to provide the required services for the City of Ridgecrest's (City) China Lake Blvd and Bowman Rd Traffic Signal Installation Project. The enclosed fee proposal includes Willdan's proposed fee and required DBE forms.

Our proposed not-to-exceed fee for the Scope of Work identified above is \$51,635 and is based on the assumed construction duration of 45 working days. This fee assumes that inspection services will be provided concurrently with inspection services for the Super Walmart project and/or South China Lake Blvd Rehabilitation project. A detail man-hour labor breakdown is provided on the following page.

We appreciate this opportunity to submit our proposal for your consideration and look forward to discussing your needs and our qualifications. If you have any questions, please contact Mr. Mike Bustos at (805) 653-6597 or mbustos@willdan.com.

Respectfully submitted,  
**WILLDAN ENGINEERING**



Chris Baca, RCI, CESSWI  
Deputy Director of Construction Management and Inspection Services



**CITY OF RIDGECREST  
 PROPOSED HOURS AND FEE SCHEDULE  
 CONSTRUCTION ENGINEERING SERVICES  
 FOR CHINA LAKE BLVD AND BOWMAN RD TRAFFIC SIGNAL INSTALLATION PROJECT  
 FEDERAL AID PROJECT NO. HSIPL-5385(049)**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	SPECIAL FUNDING ENGINEER	PROJECT ENGINEER	RESIDENT ENGINEER	LABOR COMPLIANCE MANAGER	ASSITANT ENGINEER I	SENIOR TECHNICIAN	PUBLIC WORKS OBSERVER	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	<b>\$200</b>	<b>\$185</b>	<b>\$160</b>	<b>\$154</b>	<b>\$127</b>	<b>\$100</b>	<b>\$110</b>	<b>\$106</b>			
PRECONSTRUCTION SERVICES				8		5			13	\$196	\$1,948
RESIDENT ENGINEERING AND CONSTRUCTION MANAGEMENT				54		20			74	\$200	\$10,536
CONSTRUCTION OBSERVATION								216	216	\$755	\$23,727
FEDERAL FUNDING COMPLIANCE		34							34	\$0	\$6,290
LABOR COMPLIANCE SERVICES					45				45	\$0	\$5,715
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES) <sup>1</sup>	4		4				8		16	\$1,000	\$3,420
<b>TOTALS</b>	<b>4</b>	<b>34</b>	<b>4</b>	<b>62</b>	<b>45</b>	<b>25</b>	<b>8</b>	<b>216</b>	<b>398</b>	<b>\$2,151</b>	<b>\$51,635</b>

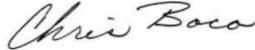
This not-to-exceed fee is based on a 45 working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications.

This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Super Walmart Project or the South China Lake Blvd Rehabilitation Project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.



**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of Ridgecrest 2. Contract DBE Goal: 0%  
 3. Project Description: HSIP Cycle 5 Traffic Signal for China Lake Blvd at Bowman Rd  
 4. Project Location: China Lake Blvd at Bowman Road, City of Ridgecrest  
 5. Consultant's Name: Willdan Engineering 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
			0%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	0% %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date <u>2/5/16</u> Chris Baca _____ (310) 502-6335 14. Preparer's Name _____ 15. Phone _____ Deputy Director _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Ridgecrest 2. Contract DBE Goal: 0%  
 3. Project Description: HSIP Cycle 5 Traffic Signal for China Lake Blvd at Bowman Rd  
 4. Project Location: China Lake Blvd at Bowman Road, City of Ridgecrest  
 5. Consultant's Name: Willdan Engineering 6. Prime Certified DBE:  7. Total Contract Award Amount: \$51,635  
 8. Total Dollar Amount for **ALL** Subconsultants: \$0 9. Total Number of **ALL** Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
			0
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: _____		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ 0
21. Federal-Aid Project Number: _____			0 %
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<i>Chris Baca</i> 2/5/16 15. Preparer's Signature 16. Date	
23. Local Agency Representative's Signature	24. Date	Chris Baca (310) 502-6335	
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name 18. Phone	
27. Local Agency Representative's Title		Deputy Director 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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**7**

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

**SUBJECT:** A Resolution Of The City Council Of The City Of Ridgecrest Approving The 2016 City of Ridgecrest Federal Drug and Alcohol Testing Policies and Guidelines and Rescinding Resolution No. 12-68

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991.

Specifically, the Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) mandates drug and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive personnel when there is a positive test result.

This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs. Public Transportation providers are mandated to update Drug and Alcohol Testing Policies and Guidelines.

Staff has submitted the City of Ridgecrest policy to the Department of Transportation for review of the City's Federal Drug and Alcohol Testing Policy and Guidelines and it has been approved as being in compliance with the Federal Regulations.

Staff recommends the City Council adopts this resolution accepting the 2016 City of Ridgecrest Federal Drug and Alcohol Testing Policies and Guidelines and Rescinding Resolution No. 12-68.

**FISCAL IMPACT:** None

ReviewedbyFinance Director

**ACTION REQUESTED:** A Resolution Of The City Council Of The City Of Ridgecrest Approving The 2016 City of Ridgecrest Federal Drug and Alcohol Testing Policies and Guidelines and Rescinding Resolution No. 12-68

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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**RESOLUTION NO.16-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE 2016 CITY OF RIDGECREST FEDERAL DRUG AND ALCOHOL TESTING POLICIES AND GUIDELINES AND RESCINDING RESOLUTION NO. 12-68**

**WHEREAS**, The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991; and

**WHEREAS**, Specifically, the Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) mandates drug and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive personnel when there is a positive test result; and

**WHEREAS**, This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs; and

**WHEREAS**, Public Transportation providers are mandated to update Drug and Alcohol Testing Policies and Guidelines; and

**WHEREAS**, Staff has submitted the City of Ridgecrest policy to the Department of Transportation for review of the City's Federal Drug and Alcohol Testing Policy and Guidelines and it has been approved as being in compliance with the Federal Regulations.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest adopts this resolution accepting the 2016 City of Ridgecrest Federal Drug and Alcohol Testing Policy and Guidelines and rescinds Resolution No. 12-68.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of March by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Peggy Breeden, Mayor

ATTEST

---

Rachel J. Ford, CMC, City Clerk

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**ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
The City of Ridgecrest  
Adopted as of [MONTH DD, YEAR]**

**A. PURPOSE**

- 1) The City of Ridgecrest provides public transit and paratransit services for the residents of Johannesburg/Randsburg and surrounding County areas pursuant to contract with County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Ridgecrest declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
  
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit and motor carrier industries. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. Also, the Federal Motor Carrier Safety Administration (FMCSA) has published 49 CFR Part 382 that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of these functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
  
- 3) Any provisions set forth in this policy that are included under the sole authority of the City of Ridgecrest and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of the City of Ridgecrest will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

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## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. The City of Ridgecrest employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of the City of Ridgecrest. See Attachment A for a list of employees and the authority under which they are included.

1. For FTA employees, a safety-sensitive function includes operation of public transit service including the operation of a transit revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a transit revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of transit revenue service vehicles and any transit employee who operates a transit vehicle that requires a Commercial Drivers License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.
2. For FMCSA employees, every person who operates a commercial motor vehicle in commerce in any State is covered.

## **C. DEFINITIONS**

*FMCSA Accident:* occurrence involving a commercial motor vehicle operating on a public road in commerce and

- a. A loss of human life; or
- b. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
- c. One or more motor vehicles incur disabling damage as the result of the occurrence AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident

*FTA Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

9/2014

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Commerce:* means

- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and
- (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

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*Commercial Motor Vehicle:* a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle

- (1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Covered Employee Under FMCSA Authority:* Every person who operates a commercial motor vehicle in commerce in any State and is subject to 382.103(a)(b)(c)

*Covered Employee Under Company Authority:* An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

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*Department of Transportation (DOT):* For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

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*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

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*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions for FTA Employees:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

*Safety-sensitive functions for FMCSA employees:* All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment as required by §§ 392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of § 393.76 of this subchapter);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form

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- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655, 382, and 40, as amended. In addition, all FTA covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal regulations (49 CFR Part 655 and 382) require that all employees covered under FTA and FMCSA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a the City of Ridgecrest supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
  - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 or 382 just before, during, or just after the performance

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of safety-sensitive job functions. Under the City of Ridgecrest authority, a non-DOT alcohol test can be performed any time an a covered employee is on duty.

#### **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The employer shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) The City of Ridgecrest, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all the City of Ridgecrest employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited

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substances in the work place including transit system premises and transit vehicles.

### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the City of Ridgecrest management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA or FMCSA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under The City of Ridgecrest authority, a non-USDOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the City of Ridgecrest. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

### **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory

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- facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
  - 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the City of Ridgecrest Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.
  - 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

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- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The City of Ridgecrest will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however the City of Ridgecrest will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct the City of Ridgecrest to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the City of Ridgecrest that there was not an adequate medical explanation for the result;
    - ii. The MRO reports to the City of Ridgecrest that the original positive, adulterated, or substituted test result had to be

cancelled because the test of the split specimen could not be performed;

- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as

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prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least twenty-four hours and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) The City of Ridgecrest affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for **covered FTA** positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - c. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for

future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

- e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
  - f. If a pre-employment test is canceled, the City of Ridgecrest will require the applicant to take and pass another pre-employment drug test.
  - g. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
  - h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 2) All applicants for **covered FMCSA** positions (that will solely perform FMCSA safety-sensitive functions) shall undergo urine drug testing prior to performance of a safety-sensitive function.
- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions until the applicant takes a drug test with verified negative results, unless the employer uses the exception in paragraph (b) of this section.
  - b. The City of Ridgecrest is not required to administer a pre-employment drug test if:
    - i. The applicant has participated in a controlled substances testing program that meets the requirements of this part within the previous 30 days: and
    - ii. While participating in that program, either:

1. Was tested for controlled substances within the past 6 months (from the date of application with the City of Ridgecrest); or
  2. Participated in the random drug testing program for the previous 12 months (from the date of application with the City of Ridgecrest); and
  - iii. The City of Ridgecrest ensures that no prior employer of the applicant of whom The City of Ridgecrest has knowledge has records of a violation of this part or the controlled substances use rule of another USDOT agency within the previous six months.
- c. If the City of Ridgecrest exercises the exception in paragraph (b) of this section, the City of Ridgecrest will contact the controlled substances testing program(s) in which the applicant participates or participated and shall obtain and retain from the testing program(s) the following information:
- i. Name(s) and address(es) of the program(s).
  - ii. Verification that the driver participates or participated in the program(s).
  - iii. Verification that the program(s) conforms to 49 CFR Part 40.
  - iv. Verification that the driver is qualified under the rules of this part, including that the driver has not refused to be tested for controlled substances.
  - v. The date the driver was last tested for controlled substances.
  - vi. The results of any tests taken within the previous six months and any other violations.
- d. Applicants are required (even if ultimately not hired) to provide *The City of Ridgecrest* with signed written releases requesting FTA and/or FMCSA drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *The City of Ridgecrest* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide the City of Ridgecrest proof of having successfully completed a referral, evaluation and treatment plan as described in 49 CFR Part 40, subpart O.

## **L. REASONABLE SUSPICION TESTING**

- 1) All the City of Ridgecrest **FTA** covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under the City of Ridgecrest's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. **All employees covered under the sole authority of the City of Ridgecrest will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.**
- 2) The City of Ridgecrest shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the City of Ridgecrest.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. The City of Ridgecrest shall place the employee

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on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the City of Ridgecrest. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.
- 2) *FTA Fatal Accident* - All FTA covered employees involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality will be tested, including all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
- 3) *FMCSA Fatal Accident* - All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in a accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.
- 4) *FTA Non-Fatal Accident* - A FTA post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
- 5) *FMCSA Non-Fatal Accident* - A FMCSA post-accident test will be conducted on all drivers who were performing safety-sensitive functions with respect to the commercial motor vehicle who receive a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved bodily injuries requiring immediate medical treatment away from the scene; or one or more vehicles incurs disabling damage.

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- 6) As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
  
- 7) The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - a. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
  - b. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
  - c. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
  - d. In the rare event that the City of Ridgecrest is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the City of Ridgecrest may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

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- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered employees that fall under the USDOT regulations will be included in one random pool maintained separately from the testing pool of non-safety sensitive employees that are included solely under the City of Ridgecrest authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under the City of Ridgecrest's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

The City of Ridgecrest will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty

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process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the

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test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:
- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete
  - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures
  - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer’s instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen.

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- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for twenty-four hours. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
  
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
  - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from the City of Ridgecrest employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all testing conducted as part of a return-to-work agreement required by Section Q of this policy is under the sole authority of the City of Ridgecrest and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with the City of Ridgecrest.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

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- 6) The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.
- 7) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

#### **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

#### **S. PROPER APPLICATION OF THE POLICY**

The City of Ridgecrest is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

#### **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the City of Ridgecrest Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment

calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over the City of Ridgecrest or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA/FMCSA.

This Policy was adopted by the **City Council of the City of Ridgecrest** on  
*February \_\_\_\_\_ 2016.*

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***Peggy Breeden, Mayor***

## Attachment A

<u>Job Title</u>	<u>Testing Authority (FTA)</u>
Transit Drivers	Federal Transit Administration
Transit Drivers, Relief Dispatcher	Federal Transit Administration
Dispatchers	Federal Transit Administration
Transit Supervisor	Federal Transit Administration
Mechanics	Federal Transit Administration

<u>Job Title</u>	<u>Testing Authority (FMCSA)</u>
Chief Plant Operator	Federal Motor Carrier Safety Administration
Waste Water Operator Trainee	Federal Motor Carrier Safety Administration
Waste Water Operator I	Federal Motor Carrier Safety Administration
Waste Water Operator II	Federal Motor Carrier Safety Administration
Waste Water Operator III	Federal Motor Carrier Safety Administration
Equipment Operator	Federal Motor Carrier Safety Administration
Mechanic	Federal Motor Carrier Safety Administration

## **Attachment B Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### The City of Ridgecrest Drug and Alcohol Program Manager

Name: Starla Riddell

Title: Transit Services Coordinator

Address: 100 W. California Ave. Ridgecrest CA. 93555

Telephone Number: 760.499.5041

### Medical Review Officer

Name: Dr. David Nahin

Title: MD

Address: P.O Box 17409 Denver Co. 80217

Telephone Number: 1.877.585.7366

### Substance Abuse Professional

Name: Enid Richey

Title: PH. D

Address: 8253 White Oak Ave., Rancho Cucamonga CA. 91730

Telephone Number: 909.987.1997

### HHS Certified Laboratory Primary Specimen

Name: Med Tox Labs. Inc.

Address: 402 W. County Rd D, St. Paul MN 55112

Telephone Number: (800)-832-3244

### HHS Certified Laboratory Split Specimen

Name: CRL (Clinical Referral Lab)

Address: 11711 W. 83<sup>rd</sup> Terrace, Lenexa, Ks. 66150

Telephone Number: (800) 452-5677

RESOLUTION NO. 12-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE UPDATE OF THE FEDERAL DRUG AND ALCOHOL TESTING POLICY GUIDELINES FOR THE CITY OF RIDGECREST AND RESCINDING RESOLUTION NO 10-81**

**WHEREAS**, The City of Ridgecrest feels that it is necessary to provide a safe environment for all employees who work here, and

**WHEREAS**, Our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and

**WHEREAS**, To ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public

**WHEREAS**, This policy and Exhibits 1-3 (see attached) are intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the industry

**WHEREAS**, The U.S. Department of Transportation mandates drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result

**WHEREAS**, The U. S. Department of Transportation sets standards for the collection and testing specimens, and

**WHEREAS**, New Federal mandates have been established and will go into effect on August 15, 2012, and

**WHEREAS**, The City's testing policy has been updated to reflect the changes.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Ridgecrest approves the update of the federal drug and alcohol testing policy guidelines for the City Of Ridgecrest and rescinds Resolution No 10-81

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of August 2012 by the following vote:

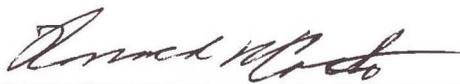
AYES: Mayor Carter, Council Members Holloway, Taylor, Morgan, and Patin

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST   
Rachel Ford, City Clerk

  
Ronald Carter, Mayor

8/15/2012

**ZERO TOLERANCE  
DRUG AND ALCOHOL TESTING POLICY  
City of Ridgecrest  
Adopted as of August 15, 2012**

**A. PURPOSE**

- 1) The City of Ridgecrest provides public transit and paratransit services for the residents of *Ridgecrest, Inyokern, Johannesburg/Randsburg and surrounding County areas pursuant to contract with County*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, City of Ridgecrest declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of City of Ridgecrest and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of City of Ridgecrest will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties City of Ridgecrest employees that do not perform safety-sensitive functions are also covered under

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this policy under the sole authority of City of Ridgecrest. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

### **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

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*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Covered Employee Under Company Authority:* An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*Department of Transportation (DOT):* Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated

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but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

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*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

*Non-negative test result:* A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).

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- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

**Split Specimen Collection:** A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP):** A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

**Substituted specimen:** A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

**Test Refusal:** The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures

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- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

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- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a City of Ridgecrest supervisor and the employee is required to provide a written release from his/her doctor or pharmacist

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indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under City of Ridgecrest authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

## **F. PROHIBITED CONDUCT**

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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- 7) City of Ridgecrest, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all City of Ridgecrest employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the City of Ridgecrest management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

#### **H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under City of Ridgecrest authority, an alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with City of Ridgecrest. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

#### **I. DRUG TESTING PROCEDURES**

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- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the City of Ridgecrest Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

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- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
  
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. City of Ridgecrest will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however City of Ridgecrest will seek reimbursement for the split sample test from the employee.
  
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct [GRANTEE] to retest the employee under direct observation.
  
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.
  
- 8) Observed collections
  - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

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- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to City of Ridgecrest that there was not an adequate medical explanation for the result;
- ii. The MRO reports to City of Ridgecrest that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a

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unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) City of Ridgecrest affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - c. A employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

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- d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- f. If a pre-employment test is canceled, City of Ridgecrest will require the applicant to take and pass another pre-employment drug test.
- g. In instances where a FTA covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- i. Applicants are required (even if ultimately not hired) to provide *City of Ridgecrest* with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. *City of Ridgecrest* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide City of Ridgecrest proof of having successfully

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completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All City of Ridgecrest covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under City of Ridgecrest's authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) City of Ridgecrest shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the City of \_\_\_\_\_ Ridgecrest
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the

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employee shall be referred for assessment and treatment consistent with Section Q of this policy. City of Ridgecrest shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the City of Ridgecrest. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

- 1) All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.
- 2) In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators performance can be completely discounted as a contributing factor to the accident.
  - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
  - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours,

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attempts to conduct the test must cease and the reasons for the failure to test documented.

- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that City of Ridgecrest is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), City of Ridgecrest may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

#### **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees

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subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.

- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under City of Ridgecrest authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under City of Ridgecrest's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

City of Ridgecrest will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event, an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test, a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test, a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the

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employee has successfully completed the treatment requirement, is known to be drug, and alcohol-free and there are no undo concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) A positive drug and/or alcohol test will also result in disciplinary action as specified herein.
  - a. After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the City of Ridgecrest Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
  - b. The employee shall be referred to a Substance Abuse Professional and will be terminated.
- 4) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination.

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and referral to an SAP. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
  - b. Fails to remain at the testing site until the testing process is complete
  - c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
  - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
  - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
  - f. Fails or declines to take a second test the employer or collector has directed you to take
  - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
  - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
  - i. If the MRO reports that there is verified adulterated or substituted test result
  - j. Failure or refusal to sign Step 2 of the alcohol testing form
  - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
  - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
  - m. Admit to the collector or MRO that you adulterated or substituted the specimen.
- 5) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a six

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month period, the employee will be removed from duty and referred for an assessment and treatment consistent with Section Q 6-7 of this policy.

- 6) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
  - a. Mandatory referral for an assessment by an employer approved substance abuse professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from City of Ridgecrest employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's approved substance abuse professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with City of Ridgecrest.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 7) The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the

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employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.

- 8) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

City of Ridgecrest is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the City of Ridgecrest Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over City of Ridgecrest or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the **City Council of the City of Ridgecrest** on  
*August 15, 2012*



Ronald H. Carter, Mayor

## Attachment A

Job Title \_\_\_\_\_ Testing Authority

### City of Ridgecrest—Administration Covered Classifications

<b>Title</b>	<b>Testing Authority</b>
Transit Drivers	Federal Transit Administration
Transit Drivers, Relief Dispatcher	Federal Transit Administration
Dispatchers	Federal Transit Administration
Transit Supervisor	Federal Transit Administration
Mechanics	Federal Transit Administration
<b>Title</b>	<b>Testing Authority</b>
Chief Plant Operator	Federal Motor Carrier Safety Administration
Waste Water Operator Trainee	Federal Motor Carrier Safety Administration
Waste Water Operator I	Federal Motor Carrier Safety Administration
Waste Water Operator II	Federal Motor Carrier Safety Administration
Waste Water Operator III	Federal Motor Carrier Safety Administration
Equipment Operator	Federal Motor Carrier Safety Administration
Mechanic	Federal Motor Carrier Safety Administration

## Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### City of Ridgecrest Drug and Alcohol Program Manager

Name: Starla L. Shaver

Title: Transit Services Coordinator

Address: 100 W. California Ave. Ridgecrest, Ca. 93555

Telephone Number: (760)499-5041

### Medical Review Officer

Name: Pembroke, Stephen Kracht & Dr. John Cametas

Title: MD's

Address: 2307 N. Parham Rd., Richmond, Va. 23229

Telephone Number (804) 346-1010

### Substance Abuse Professional

Name: Enid Richey

Title: Ph. D

Address: 9089 Baseline Rd ST200, Rancho Cucamonga Ca. 91730

Telephone Number: (909) 980-3567

### HHS Certified Laboratory Primary Specimen

Name: Med Tox Labs. Inc.

Address: 402 W. County Rd D, St. Paul MN 55112

Telephone Number: (800)-832-3244

### HHS Certified Laboratory Split Specimen

Name: CRL (Clinical Referral Lab)

Address: 11711 W. 83<sup>rd</sup> Terrace, Lenexa, Ks. 66150

Telephone Number: (800) 452-5677



**8**

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

**SUBJECT:**

Approve A Resolution Authorizing The City To Submit An Application To CalRecycle For Any And All Payment Programs Offered

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

Pursuant to Public Resources Code Section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) is distributing \$10,500,000 in Fiscal Year (FY) 2014–15 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. The goal of CalRecycle's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value (CRV) beverage containers - aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Incorporated cities and counties in California, as identified by the California Department of Finance, are eligible to receive funding under the CCP, unless otherwise determined by CalRecycle.

Each city is eligible to receive a minimum of \$5,000, or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. Each county is eligible to receive a minimum of \$10,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. The per capita amount is calculated, based upon the population as of January 1, 2014, in the incorporated areas of a city, city and county, or the unincorporated area of a county, as stated in the annual *Population and Housing Estimates for Cities, Counties and the State* Report submitted to the governor by the California Department of Finance. For the fiscal year 2015-16 the City of Ridgecrest received \$7,808.

Beginning with the fiscal year 2015-16 funding cycle, all jurisdictions will be required to provide a Resolution no later than the funding request due date (to be announced in the near future.) Failure to provide an approved Resolution may result in funding being delayed or not approved.

**FISCAL IMPACT:**

None to General Fund

**ACTION REQUESTED:**

Resolution approval

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested

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**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING  
SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND  
RELATED AUTHORIZATIONS**

**WHEREAS**, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

**WHEREAS**, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ridgecrest is authorized to submit an application to CalRecycle for any and all payment programs offered; and

**BE IT FURTHER RESOLVED** that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

**BE IT FURTHER RESOLVED** that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

**APPROVED AND ADOPTED** on this 2<sup>nd</sup> day of March, 2016 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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9

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

SUBJECT: Approve Contract Change Order Number Two For the Amount of Nine Thousand Sixteen Dollars (\$9,016.00) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number Two

PRESENTED BY:

Jason Patin, Parks & Recreation Manager

SUMMARY:

As the Kerr McGee Restroom Concession Building Project is ongoing, there is an additional requirement to bring ADA related access path of travel and associated parking striping and signage to comply with CBC requirements for occupancy of the restroom and concession building.

Change Order #2 Form and Pour new concrete sidewalks, parking lot striping and signage.

**TOTAL            \$9,016.00**

Funds needed for this project will be acquired thru TAB Funds.

This dollar amount will be added to the existing PO #7696.

The funding source for this project will come from TAB funds 018-4660-460-4601 MF1405

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:

Approve Contract Change Order Number Two For the Amount of Nine Thousand Sixteen Dollars (\$9,016.00) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number Two

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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**RESOLUTION NO. 16-XX**

**APPROVE CONTRACT CHANGE ORDER NUMBER TWO FOR THE AMOUNT OF NINE THOUSAND SIXTEEN DOLLARS (\$9,016.00) WITH THE CONTRACTOR, JTS CONSTRUCTION, FOR THE KERR MCGEE RESTROOM CONCESSION PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO SIGN CHANGE ORDER NUMBER TWO**

**WHEREAS**, The Kerr McGee Restroom Concession Building Project is ongoing, there is an addition requirement to bring ADA related access path and travel associated parking striping and signage to comply with CBC requirements for occupancy of the restrooms and concession building; and

**WHEREAS**, Change Order #2 for adding additional funds to bring up to code; and

**WHEREAS**, The total dollar value of the change order is Nine Thousand Sixteen Dollars \$9,016.00; and

**WHEREAS**, TAB Funds will be used for the installing of the path, signage and parking lot striping.

**WHEREAS**, This dollar amount will be added to the existing PO #7696; and

**WHEREAS**, Funding for this project will be acquired from the TAB funds, Kerr McGee Restroom Concession Building 018-4660-460-4601 MF1405.

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

1. Approves Change Order Number Two, to JTS Construction to form and pour concrete sidewalks, parking lot striping and signage. Kerr McGee Restroom Concession Building Project at the cost of Nine Thousand Sixteen Dollars (\$9,016.00).
2. Authorizes the Finance Director to amend the TAB Funds Account to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes City Manager, Dennis Speer, to execute Change Order Number Two, to JTS Construction

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of March 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Peggy Breeden, Mayor

ATTEST

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Rachel J. Ford, CMC  
City Clerk

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**10**

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

**SUBJECT:** Purchase And Installation Of Sliding Entrance Doors And The Electrical Work Required For The New Electrical Doors At Pinney Pool In The Amount Of Nine Thousand Five Hundred Fifty Eight Dollars (\$9,558.00) With The Contractors American Automatic Doors Inc. And Tripp Electric. And Authorize The City Manager, Dennis Speer To Sign Authorizing Park Impact Fees To Be Used For This Project.

**PRESENTED BY:**

Jason Patin, Parks & Recreation Manager

**SUMMARY:**

Purchase and Installing electrical sliding entrance doors including electrical work at Pinney Pool to ensure security at the pool of all assets located within the building.

**TOTAL: \$9,558.00**

Funds needed for this project will be acquired thru Park Impact fees for purchase and installation of doors and electrical work.

Once approved a Purchase Order will be processed.

The funding source for this project will come from Impact Fees funds 001-4630-463-4502 Project 75FPNY

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Requests adopt a resolution for purchase, installation and electrical work on the new electrical entrance doors at Pinney Pool in the amount of Nine Thousand Five Hundred Fifty Eight Dollar (\$9,558.00) with contractor American Automatic Doors, Inc. and Tripp Electric with authorization by the City Manager, Dennis Speer.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Approve as presented

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**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE PURCHASE AND INSTALLATION OF SLIDING ENTRANCE DOORS AND THE ELECTRICAL WORK REQUIRED FOR THE NEW ELECTRICAL DOORS AT PINNEY POOL IN THE AMOUNT OF NINE THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS (\$9,558.00) WITH THE CONTRACTOR AMERICAN AUTOMATIC DOORS INC. AND TRIPP ELECTRIC. AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO SIGN AUTHORIZING PARK IMPACT FEES TO BE USED FOR THIS PROJECT.**

**WHEREAS**, The purchasing and Installation of new electrical doors located at Pinney Pool will require electrical work; and

**WHEREAS**, The total dollar value of this Capital Improvement Project is Eight Thousand Nine Hundred Fifty Eight Dollar (\$9,558.00) and;

**WHEREAS**, Park Impact Fees will be used for the electrical work for these doors and;

**WHEREAS**, Funding will be used out of the Pinney Pool Capital Improvement, 001-4630-463-4502 PROJECT 75FPNY; and

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

1. Approves purchase and installation including electrical work for new electrical doors located at the Pinney Pool Building in the amount of Nine Thousand Five Hundred Fifty Eight Dollars (\$9,558.00).
2. Authorizes the Financial Director to amend the Impact Fees Account to reflect appropriate capital, revenue and transfer accounts.
3. Authorizes City Manager, Dennis Speer, to execute and authorization use of Park Impact Fees to American Automatic Doors, Inc and Tripp Electric

**APPROVED AND ADOPTED** this 2nd day of March 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Peggy Breeden, Mayor

ATTEST

---

Rachel J. Ford, CMC, City Clerk

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**11**

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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 February 17, 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 February 17, 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**

**February 17, 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; Mayor Pro Tempore James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

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

**APPROVAL OF AGENDA**

*Motion To Approve Agenda Made By Council Member Sanders, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

**PUBLIC COMMENT (Closed Session)**

- None Presented

## CLOSED SESSION

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
  - 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. Report Received, No reportable action taken
- Other
  - None

## PRESENTATIONS

1. **Presentation Of A Proclamation Recognizing The Month Of February As Safe Surrender Baby Month** Ford
  - Council presented a proclamation to representatives of Kern County Health Services recognizing the month of February as Safe Surrender Baby Month.
2. **Presentation Of Lifesaving Awards To Members Of The Ridgecrest Police Department** Strand
  - Ron Strand presented awards for lifesaving efforts to two members of the Ridgecrest Police Department

## Additional Public Comment

### Ron Strand

- Announced news that the Kern County Sheriff contacted him with news that the jail would remain open until July 1, 2016.

**3. Presentation Of The Fiscal Year 2015 Comprehensive Annual Financial Report Of The City Of Ridgecrest** **Staheli**

Tyrell Staheli

- Presented staff report

Ken Pun

- Provided a PowerPoint presentation (*Attachment A*) of the City of Ridgecrest CAFR report
- Offered to return with answers for questions that may come up after the meeting.

Eddie Thomas

- Questioned the major strategy
  - Ken Pun – recommends a conservative savings for reserve. Explained focus and significant improvements in the numbers from the past. City is recovering the fund balance and general fund payment of long term liability.

Mike Mower

- Requested clarification of the unfunded liability
  - Ken Pun - Past standard did require including the unfunded liability and is now a requirement.

Jim Sanders

- Questioned the unfunded liability and if this is something council needs to fix.
  - Ken Pun – explained most agencies have unfunded liabilities up to 100%. City is on range with current 77% and many factors affect the liability including mortality rates and investments. If in range between 70% and 85% then in a good range.

Lori Acton

- Questioned cost of services and requested comparison between other agencies.
  - Ken Pun – explained factors considered in calculating. Survey of 105 agencies, City of Ridgecrest is good at 77% while the average is 109%. City is saving money.

Peggy Breeden

- Questioned unfunded liabilities, when do these have to be funded and how do we fund them when we are already behind.
  - Ken Pun – CalPERS does evaluation annually and determines contribution rates and factors in the current information. The negative side of a defined benefit plan is you don't know when it will end compared to a set-aside pool.

Peggy Breeden *(continued)*

- Commented this is a rosy projection. We hear we don't have money so how did you come up that we are doing well.
  - Ken Pun – with all the tax measures you have and revenues is helping to build up reserves. It takes time to build up the reserve and in past there were double digits deficits but now is a single digit deficit.
  - Tyrell Staheli – a balance sheet is a snapshot of what we would have to pay if we had to pay everything today.
  - Ken Pun – deficit is actually long term liability which is paid over time depending on the terms of the contract.
  - Tyrell Staheli – we have been doing cost control and not expanding services.
  - Jim Sanders – we are living within our means but have long term debts to pay.

### Public Comment

Stan Rajtora

- Referenced page 5i stating City is seeing upswing in economic development and construction. Commented the figure is the second lowest of past numbers. Additionally commented on additional permits. There are more permits pulled but less in valuation so new housing starts is going down. Statements of an upswing need to be careful about making this statement because we have a long way to go.
- Referenced page 15 general fund balance of being a minus \$1 million rather than a minus \$5 million. Next page shows budgetary highlights of minus \$1 million. If we have \$800k carryover Measure 'L' dollars in the general fund and curious of the impact if we had spent the carryover funding.
  - Ken Pun – the Measure 'L' fund is included in the general fund so if you had spent the money it would be less by that amount.
- Expressed concern that had we spent the fund we would be minus \$1.8 million so not catching up the way we think. Those dollars need to be spent. Not supplementing general fund intentionally but these funds need to be spent on roads. Reviewed TAB and Measure 'L' fund allocations.
  - Mike Mower – funds were expended out of TAB which do not show in general fund. We have made progress.
- Thought the Measure 'L' fund carryover was to be spent on roads. If we had spent it then the deficit balance would be larger.
- Question from page 45 regarding Wastewater Improvement Fund Advances To Fiduciary Fund of \$2.5 million dollars, asked what this is.
  - Tyrell Staheli – that is the solar loan we are in dispute with Department of Finance over.

Stan Rajtora *(continued)*

- Referenced loan in 2010 for 5 years payback.
  - Tyrell Staheli – that was a loan to RDA which went away and the Department of Finance disallowed the loan so we are currently in dispute to get the money back.
- Commented on wastewater fee increases and City need to return the money to the wastewater fund. Asked Council to begin looking at a plan B to pay back the wastewater fund of the solar loan.
  - Jim Sanders – since the State absolved the RDA then they have an obligation to pay the loan back. This is one of the things the City is fighting them about right now.
- Questioned what would happen if the State wins the lawsuit and at this time the City is in default of the loan. It is important to get this loan paid off.
  - Peggy Breeden – questioned if there is a way to pay back the loan and put money into a reserve.
  - Tyrell Staheli – this is something we can look at during the budget hearing process.

Peggy Breeden

- Anyone with questions, present them to Tyrell who will relay them to Ken Pun. Ken will return to Council with answers to those questions.

## **PUBLIC COMMENT** *(Regular Session)*

Mike Cash

- Buried an amazing man today, Army Col. Lloyd Brubaker was laid to rest. Spoke on his personal mentorship received from Mr. Brubaker. He was buried with full military honors. A great man with involvement in emergency HAMM radio operations.
- Commented on the pending closing of the jail and read the Kern County Sheriff's Office Mission Statement. Want to thank first responders for their service and to their families for their sacrifice.
- Spoke on efforts to keep the jail open. Thanked the Council and Supervisor Gleeson for their work to get the extension.
- Commented on the impact to the community if the jail closes and appreciation of the extension which give more time to find a permanent solution to keep the jail open.
- Losing the jail would decrease our safety and security and as a private citizen is willing to work to see a solution for this issue.

#### Teresa Jacobs

- Provided a concern about the parking at the Historical Society building which is impacting the parking for the building next door. Unable to rent the building when the lot was built for that building and not for the Historical Society. Original plan for Historical Society was to tear down the old parks maintenance buildings and provide parking. Requested City to do something about the issue. County Health department and renters at her building have requested the Historical Society move their vehicles. Have had to turn away 3 renters because of the parking situation and requesting City Council do something to correct the parking situation.
  - Peggy Breeden – asked staff to look at the situation to see if there is anything we can do about this situation.
- City Ordinance requires parking when adding a building however none was required when a building was added by the Historical Society.

#### Mike Neel

- Provided a handout to Council of selected pages from Dale Howard receivership papers which state they are now going to sell his house. Read excerpts from the pages provided. *(Attachment B)* Questioned local builder and someone named Ramirez which appears to be buyer set up to buy the property before courts have ruled
- Commented on City actions.

#### Dave Matthews

- Urged Council Members to contemplate the materials received on the Dale Howard situation.
- Commented on Mr. Brubaker as a good man and wished he had known of his passing sooner.
- Spoke on being an amateur meteorologist and looking at the snowpack. Previously predicted a wet winter which has happened. Commented on last week's heat wave causing shrinking of the recovery. Suggested funding Kevin McCarthy has spoken of and the possibility of increasing storage. Referenced article written by Mr. McCarthy about too much rain water going to waste. Provided copy to City Clerk *(Attachment C)*
- Commented on State of California being complacent about not storing waster, want to see County and City push back to State about finding a way to save this water runoff.

#### Robert Fine

- Provided information about the hospital heliport to Council.
- Spoke on the history of the heliport and Hospital statements that the pad would be rarely used.
- In past year there has been significant increase especially at night. Flying low over houses and shaking houses. Still working to provide video to City Clerk

- Spoke with Jim Suver who stated no changes to policies.
- Senior citizens in the nursing home are being affected by the late night flights.
- Exemplified multiple disturbances throughout the night.
- Old pad is across the street and owned by the City. Suggested working something out with the City.
- Spoke on the billboard with Jim Suver and conversations with him about flights.
- Last night flight sat on pad for 50 minutes before taking off. Suggested transporting to Inyokern airport and flights taking off and landing there rather than over housing.
- Will provide more information and return to discuss again.
  - Peggy Breeden – has spoken with Mr. Suver who has agreed to come address Council on the issue in public comment.

Jim Winkle

- Spoke on the helicopter pilots coming in low and unsafe. Asked the pilots not fly in a disrespectful manner. What they are doing is good for patients and asked Council to help find a solution for the homeowners. Spoke on video of sand washing over family and having to run into the house when the helicopters fly so low over the home.

Benny Fuller

- Commented on left hand red arrows. Norma and Inyokern Blvd is unnecessary. No cross traffic or oncoming traffic and asked the area be reconfigured.
  - Dennis Speer – will advise CalTrans District 9 as that is under their control.

**COUNCIL ANNOUNCEMENTS**

- None

**CONSENT CALENDAR**

4. Adopt A Resolution To Award A Construction Agreement To A-C Electric Company In The Amount Of Three Hundred Fifty Seven Thousand Dollars (\$357,000.00) For The Installation Of A Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Road And Authorize The City Manager To Execute The Agreement Speer
5. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Setting Dates And Times For The Operation Of Irrigation Systems Lemieux
6. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Special Workshop Meeting Dated January 28, 2016 Ford

7. Approve Draft Minutes Of The Ridgcrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Special Closed Session Meeting Dated January 29, 2016 Ford
8. Approve Draft Minutes Of The Ridgcrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Regular Meeting Dated February 3, 2016 Ford

Items Removed For Discussion

- Item Nos. 4 and 5

*Motion To Approve Item Nos. 6, 7, And 8 Of Consent Calendar Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

Item No. 4 Discussion

Mike Mower

- Questioned the math
  - Dennis Speer – explained contingency and match required
- Asked how staff arrived at the additional match of \$44,000.
  - Dennis Speer - Reviewed the numbers

Public Comment

Dave Matthews

- Asked if the construction would start before Bowman is open and if not would light be activated before the opening.
  - Mike Mower - Proposed opening of intersection is 3 months so the light would coincide with the opening.
  - Loren Culp – traffic signal will be constructed in coordination with Walmart improvements to the intersection so need to award the construction contract. Spoke on additional procurements required. Walmart has slipped in their project and anticipate starting the project by mid-April. Part of the delay is they are trying to not incur damage if we have an El Nino event.

Peggy Breeden

- Questioned possibility of additional bid
  - Dennis Speer – do not get as many bidders for signals so doubtful would receive anything more.

Mike Mower

- Reviewed the numbers and funds to be used to complete the project. Ok with the project but confused by the math.
- Confirmed that contingencies and match money are coming from Measure 'L' funds

Lori Acton

- Reviewed the numbers on the staff report and breakdown of amounts.

*Motion To Approve Item No. 4 Of Consent Calendar Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

#### Item No. 5 Discussion

Eddie Thomas

- Questioned special permit.
  - Michael Silander – responded this resolution was written to mirror the water district. City is not going to issue special permit, only water district. Costs will also be set by water district.
- Asked about length of time this will be required
  - Michael Silander – will depend on the State, will change with mandates.

Peggy Breeden

- Water district can be charged daily so trying to do what they can reasonably do to meet the mandated reductions.

Eddie Thomas

- Asked about cash incentive for reduction to lawns.

Public Comment

Dave Matthews

- Asked why this was not included in the ordinance
  - Michael Silander – ordinance takes multiple readings and longer to change so split to be able to react more quickly should the watering schedule change.

Stan Rajtora

- Talked about this at City Org meeting and thought it would be a simplified version of the model ordinance.
  - Mike Mower – they are two different things; Item No. 5 brings us in line with the Water District ordinance.
- Would object to this, if we have complied with California law then we have done everything we need to do. Water district is increasing rates and changing many things over the next few months. Do not see a need to change City code to keep up with the district. No need to do anything other than putting the California model ordinance in simplified language. Need to let the water district settle down before we do anything and should not do anything with regard to implementation.
  - Michael Silander – there is a line which addresses this resolution for water schedule.
- Need to let water district figure out what they are doing before we start jumping through hoops.

Lori Acton

- Since we do not issue special permits should we not add to the paragraph a reference to the water district as the permit issuer.

*Motion To Approve Item Nos. 5 As Amended Of Consent Calendar Made By Council Member Thomas, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

## ORDINANCES

9. **Second Reading And Adoption, Ordinance No. 16-01, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscaping** **Lemieux**
  - No comments received by Council or Public

Two Motions:

- a) *Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance No. 16-01, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscaping Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

- b) Motion To Adopt, By Title Only, Ordinance No. 16-01, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscaping Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

## DISCUSSION AND OTHER ACTION ITEMS

### **1. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Establishing The Salary Of The Position Of City Manager Lemieux**

Michael Silander

- Presented staff report

Peggy Breeden

- Read statement regarding Mr. Speer being placed as City Manager and Director of Public Works by previous Council and the inability for one man to successfully accomplish two jobs. Requested the budgeted step increase be used to fill the Public Works Director.
- Do not fault Mr. Speer's work but is one man doing two jobs in an impossible situation.

Jim Sanders

- Agree Mr. Speer has done the job of more than two people. Past City Managers have had support staff and the current City Manager has no support staff because that is what we had to cut down on. Think he has done a good job and should be rewarded with a step increase.

*Motion To Approve Resolution Establishing The Salary Of The City Manager Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 3 Ayes (Council Members Sanders, Acton, And Thomas); 2 Noes (Mayor Breeden And Council Member Mower); 0 Abstain; And 0 Absent.*

### **2. Presentation And Discussion By The Technology Committee On Reliable, Community-Wide Broadband Implementation Breeden**

Broadband Technology Committee

- Subcommittee of the Economic Development Committee
- Provided PowerPoint presentation regarding broadband internet fiber optic technology for Ridgecrest
- With exception of Justin O'Neill all members are volunteers with no financial connection to City of Ridgecrest

#### Beth Sumner

- Spoke on the investment of broadband as an Economic Development stimulator and compared to other infrastructure utilities.
- Provided example of broadband needs within their business.
- Stated Ridgecrest is in unique position as a rural community that has high speed fiber installed in the street. Possibility to provide this service to businesses. Encourage Council to lead the pursuit to advance the utility with policies and plans. Go after the funding to enhance the system.

#### Dr. Ferguson

- Spoke on Tele-Health and the Ridgecrest Regional Hospital, expanding Tele-Medicine and home devices are expected to double annually and the Hospital will need to have connectivity with high-speed to expand with this service.

#### Eric Bruin

- Spoke on the future of broadband and experience of the Desert Valley Bank growth since connecting to broadband. Commented on the efficiency of the service.

#### Justin O'Neill

- Spoke on broadband and the impact to millennial generation. Referenced survey statistics and quality of life impacts, recruiting, and communication.

#### Dr. Ferguson and Mr. Chun

- Spoke on funding opportunities, including assessment districts and TAB funding.

#### Justin O'Neill

- Spoke on education use of broadband and met with the school district who are on board to work with the City.

#### Cerro Coso speaker

- Spoke on college internet history and impacts of broadband impact since connecting in 2012.

#### Student Speakers

- Spoke on impacts to students with online classes and difficulty in keeping up with classes without a fast internet connection.

#### Jay Chun

- Spoke on municipality installation versus private sector.
- Highlighted other communities that have or are currently upgrading infrastructure for community broadband.
- Showed video of Sandy Oregon

Bill Sumner

- Provided cost benefit analysis and funding proposals
- Suggested partnership with Kern County
- Requesting City council to direct staff to work with the committee to draft a policy for broadband over the next 3 months.
- Asking City to designate general manager, install conduit, do the RFP, develop policy, designate IT staff to work on the plan, use TAB funds to pay for implementation.

Jay Chun

- Reviewed survey data
- Spoke on benefits of fiber
- Encouraged council to speak with community leaders in other agencies that have or are converting to broadband

Lori Acton

- Asked about SmartCities. Explained what SmartCities is and offered to speak with the community.

Jim Sanders

- Commented on conversations held with co-workers.
- Asked why private ISP are not doing this already?
  - Jay Chun – Mediacom and others are focused on larger cities. They don't see the return on their investment and not looking into the future. They don't want to make the investment. Can't get bonds and grants like the municipality
  - Justin O'Neill – spoke with Mediacom, they are tight-lipped and not willing to expose anything to competitors. Delays and lack of regulations harms the communities like ours. Spoke on delays and regulatory issues. Encouraged us to create our own.

Lori Acton

- Spoke on the lack of capital funding for other carriers and the CPUC is looking to regulate so would be in our best interest to be ahead of this.

Justin O'Neill

- Spoke on government leading the way of why this is important.

Eddie Thomas

- Questioned Mr. Sanders on the availability of volunteers from the people spoken with.
  - Need an IT person from the City and a project engineer to put this together which will be funded positions that need to come from the City.
- Asked about the idea of cost for salaries for these types of positions.

Jim Sanders

- Connect with almost everything said, commented on home business experiences, education for children.
- Biggest complaints received are concerning both speed and reliability.
- Original concern is competing with private sector and perhaps competition will help things.

Mike Mower

- Relayed experience with development and Mediacom refusing to provide service. Don't have a problem competing.

Peggy Breeden

- Questioned whether council has issues with beginning the groundwork.
- Discussion about funding sources for staffing.
- Requested this be sent to a committee to begin this process.
- Committee has put in a lot of hours and it is time for City to take up the banner and begin the process.

Lori Acton

- Requested to be involved.

### Discussion moved to City Organization committee

Benny Fuller

- Volunteered to help.

Unknown Speaker

- Supports the program, took 5 years to get Mediacom service thanks to committee members assistance.
- Provides VA services and has not been able to meet the areas of training because of slow speeds.
- Will pay for it and will sign up today to provide fiber to his home.

### 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: 4<sup>th</sup> Wednesday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

Lori Acton – meet next week

**Infrastructure Committee**

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

Mike Mower – special meeting for 4<sup>th</sup> Thursday

❖ **Ad Hoc Water Conservation Committee**

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

No report

**Parks, Recreation, and Quality of Life Committee**

Members: Eddie Thomas; Lori Acton  
Meeting: 1<sup>st</sup> 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: 2<sup>nd</sup> Wednesday of each month, 12:00 p.m. as needed  
Location: Kerr-McGee Center Meeting Rooms

Eddie Thomas

- Luncheon participation and did a good job
- Balsam street beautification project and end of year program
- Advocating for new leadership

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

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

No report

**Ridgecrest Area Convention And Visitors Bureau (RACVB)**

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

No report

## **OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

Mike Mower

- Kern COG tomorrow

## **CITY MANAGER REPORT**

Dennis Speer

- Wastewater treatment facility - consultant held workshop and the community got the impression the base was participating but in fact are only a customer of the facility. Base is working with us for future right of way issue but is only a customer.
- Attended Lahontan last week and reviewed project and were supportive. Appropriate time for application is after environmental document and after Council makes its selection of the type of project.

## **MAYOR AND COUNCIL COMMENTS**

Jim Sanders

- nothing

Lori Acton

- Excited to move forward
- Condolences to Mr. Brubaker's family, sorry to hear of his passing

Eddie Thomas

- invited public to black history event "Did You Know", February 27 at 11:00 at the church

Mike Mower

- Economic Outlook Conference is next week

Peggy Breeden

- GSA meeting this Friday in Council Chambers
- Denim And Diamonds auction on the 27<sup>th</sup> for scholarship fund

**ADJOURNMENT at 9:58 p.m.**

---

Rachel J. Ford, CMC  
City Clerk



**CITY OF RIDGECREST**  
**CITY COUNCIL PRESENTATION**  
*For the Year Ended June 30, 2015*

**Presented by:**  
**Kenneth H. Pun, CPA, CGMA**

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**CITY OF RIDGECREST**  
**CITY COUNCIL PRESENTATION**

**Contents**

- ▶ Scope of Work
- ▶ Required Communications
- ▶ Audit Results
- ▶ Other Matters
- ▶ Thank you



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**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Scope of Work**

- ▶ **Comprehensive Annual Financial Report**
  - **Introductory Section (Unaudited)**
    - Letter of Transmittal
    - Certificate of Achievement for Excellence in Financial Reporting - GFOA
    - Organization Chart
    - Principal Officials
  - **Financial Section**
    - Management's Discussion and Analysis (Unaudited)
    - Government-Wide Financial Statements
    - Fund Financial Statements
    - Notes to Basic Financial Statements
    - Required Supplementary Information (Unaudited)
    - Supplementary Information



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Scope of Work (Continued)**

- ▶ **Comprehensive Annual Financial Report (Continued)**
  - **Statistical Section (Unaudited)**
    - Financial Trends Information
    - Revenue Capacity Information
    - Debt Capacity Information
    - Demographic and Economic Information
    - Operating Information



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Required Communications**

- ▶ Audit Responsibilities
- ▶ Planned Scope and Timing of Audits (Engagement Letter/Contract)
- ▶ Significant Findings from Audit
- ▶ Accounting Policies, Disclosures and Significant Estimates (Note 1 to the CAFR)
- ▶ Uncorrected Misstatements
- ▶ Significant Difficulties Encountered During Audit
- ▶ Disagreement with Management
- ▶ Consultants with Other Accountants
- ▶ Independence



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

Management's Responsibilities	Auditor's Responsibilities
Present the financial statements in accordance with Accounting Principles Generally Accepted in the United States of America	Perform the audit in conformity with Auditing Standards Generally Accepted in the United States of America and the Standards applicable to Financial Audits contained in <i>Government Auditing Standards</i>
Adopt sound accounting policies	Communicate with "Those Charged with Governance"
Establish and maintain internal controls over financial reporting and compliance	Assess audit risk of internal control over financial reporting and compliance
Provide evidence supporting the amounts and disclosures in the financial statements	Determine fairness presentation of the financial statements
Prevent and detect fraud	Render audit opinions

**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Audit Results**

- ▶ **Unmodified Opinion**
  - Financial Statements are fairly presented in all material respects
  - Significant accounting policies have been consistently applied
  - Estimates are reasonable
  - Disclosures are properly reflected in the financial statements
- ▶ **No material misstatements or significant deficiencies were noted in internal control over financial reporting**



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**CITY OF RIDGECREST  
Government-Wide Summary  
Statement of Net Position  
June 30, 2015**

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
<b>Assets</b>	\$ 60,730,610	\$ 35,351,660	\$ 96,082,270
<b>Deferred Outflows of Resources</b>	1,271,969	134,430	1,406,399
<b>Liabilities</b>	23,372,115	1,591,576	24,963,691
<b>Deferred Inflows of Resources</b>	2,693,747	351,437	3,045,184
<b>Net Position:</b>			
Net investments in capital assets	42,325,287	15,069,345	57,394,632
Restricted	9,961,497	-	9,961,497
Unrestricted (Deficit)	(16,350,067)	18,473,732	2,123,665
<b>Total Net Position</b>	<b>\$ 35,936,717</b>	<b>\$ 33,543,077</b>	<b>\$ 69,479,794</b>



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**CITY OF RIDGECREST**  
**Government-Wide Summary, Continued**  
**Statement of Activities**  
**For the Year Ended June 30, 2015**

	Governmental Activities	Business-Type Activities	Total
<b>Expenses</b>	\$ (18,657,846)	\$ (2,839,933)	\$ (21,497,779)
<b>Program Revenues:</b>			
Charges for Services	1,296,391	4,145,779	5,442,170
Operating Grants and Contributions	2,315,476	92,834	2,408,310
Capital Grants and Contributions	7,728,784	-	7,728,784
<b>Total program revenues</b>	<u>11,340,651</u>	<u>4,238,613</u>	<u>15,579,264</u>
<b>Net Cost of Services</b>	(7,317,195)	1,398,680	(5,918,515)
<b>General Revenues</b>	15,015,740	644,521	15,660,261
<b>Transfers</b>	615,822	(615,822)	-
<b>Net Change in Net Position</b>	<u>\$ 8,314,367</u>	<u>\$ 1,427,379</u>	<u>\$ 9,741,746</u>



**CITY OF RIDGECREST**  
**Cost of Services to Tax Revenues**  
**Governmental Activities**  
**For the Year Ended June 30, 2015**

<b>Net Cost of Services</b>	<u>\$ 7,317,195</u>
<b>Tax Revenues</b>	<u>\$ 9,486,140</u>
<b>Cost of Services to Tax Revenue Ratio</b>	<u>77%</u>



**CITY OF RIDGECREST**  
**General Fund Summary**  
**June 30, 2015**

<b>Assets</b>	\$ <u>3,532,381</u>
<b>Liabilities</b>	\$ <u>4,533,412</u>
<b>Fund Balances:</b>	
Nonspendable	525
Restricted	247,365
Assigned	1,051,917
Unassigned	<u>(2,300,838)</u>
<b>Total Fund Balances</b>	<u>(1,001,031)</u>
<b>Total Liabilities and Fund Balances</b>	<u>\$ 3,532,381</u>



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**CITY OF RIDGECREST**  
**General Fund Summary, Continued**  
**For the Year Ended June 30, 2015**

<b>Total Revenue</b>	\$ 11,680,736
<b>Total Expenditures</b>	<u>(12,012,003)</u>
<b>Operating Income (Loss)</b>	(331,267)
<b>Transfers</b>	<u>1,649,147</u>
<b>Net Change in Fund Balance</b>	<u>\$ 1,317,880</u>



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**CITY OF RIDGECREST  
General Fund Summary, Continued  
For the Years Ended June 30, 2013 and 2012**

<b>Total Unassigned Fund Balance</b>	<u>\$ (1,001,031)</u>
<b>Total Expenditures</b>	<u>\$ 12,012,003</u>
<b>Percentage Available for Future Expenditures</b>	<u>-8%</u>

Note: National Credit Rating Agencies and GFOA have stated that the "surplus" should be 5% to 10%.



**CITY OF RIDGECREST  
Schedule of Funding Progress  
of Other Post Employment Benefits Plan  
June 30, 2015**

	<u>June 30, 2013</u>
<b>Actuarial Value of Assets</b>	\$ 449,520
<b>Entry Age Normal Actuarial Accrued Liabilities</b>	<u>961,858</u>
<b>Unfunded Actuarial Accrued Liabilities</b>	<u>\$ (512,338)</u>
<b>Funded Status</b>	<u>47%</u>

\*Based on the latest actuarial valuation available



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Implementation of GASB Statements No. 68 and  
71, the New Pension Standards**

- ▶ GASB Statement No. 68, *Accounting and Financial Reporting for Pension Plans*
- ▶ GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – An Amendment of GASB Statement No. 68*



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Implementation of GASB Statements No. 68 and  
71, the New Pension Standards**

- ▶ **Restatement:**
  - **Restated beginning net position:**
    - **Governmental Activities – From \$40,303,302 to \$27,622,350**
      - Contribution made after measurement date of \$1,047,304
      - Net Pension Liabilities of \$(13,728,256)
    - **Business-Type Activities – From \$33,641,881 to \$32,115,698**
      - Contribution made after measurement date of \$138,355
      - Net Pension Liabilities of \$(1,664,538)
    - **Successor Agency – From \$(5,787,613) to \$(6,115,982)**
      - Net Pension Liabilities of \$(328,369)



**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Implementation of GASB Statements No. 68 and  
71, the New Pension Standards**

▶ **Current Year Impact:**

- **Deferred Outflows of Resources**
  - Pension Contributions Made After the Measurement Date of \$1,384,615
  - Positive Difference between City's Contributions and Proportionate Share of Contribution of \$21,784

  
PUN & McGEADY

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**CITY OF RIDGECREST  
CITY COUNCIL PRESENTATION**

**Implementation of GASB Statements No. 68 and  
71, the New Pension Standards**

▶ **Current Year Impact:**

- **Net Pension Liabilities**
  - Reported Aggregate Net Pension Liability of \$12,683,533
- **Deferred Inflows of Resources**
  - Difference between Projected and Actual Earnings on Pension Plan Investments of \$2,957,636
  - Negative Difference between City's Contribution and Proportionate Share of Contribution of \$87,548

  
PUN & McGEADY

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**Thank You  
For Allowing Pun & McGeedy LLP  
to provide services to  
CITY OF RIDGECREST**



1 MARK S. ADAMS, SB#68300  
2 ANDREW F. ADAMS, SB#275109  
3 California Receivership Group, PBC  
4 2716 Ocean Park Blvd., Suite 3010  
5 Santa Monica, CA 90405  
6 Ph. (310)471-8181  
7 Fax (310) 471-8180  
8 Court-Appointed Receiver

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF KERN

11 CITY OF RIDGECREST, a California  
12 Municipal, ("the City") and the PEOPLE  
13 OF THE STATE OF CALIFORNIA,  
14 ("the People") by and through Jones &  
15 Mayer, Special Counsel to the City of  
16 Ridgecrest

17 Petitioner,

18 v.

19 WILLIAM DALE HOWARD, and  
20 individual; DORRANCE ANNE  
21 HOWARD, an individual; BETTY  
22 JOAN WHITELY, an individual; PETER  
23 FAI LOY LAM, an individual;  
24 WILLIAM G. and IMALDA IVEY  
25 TRUST, a family trust; AURORA  
26 DORRANCE, LLC, a California Limited  
27 Liability Company; MARTIN MOSLEY,  
28 an individual, and DOES 1-50,

Respondents.

Case No. 8-1500-CV-277696 SPC

**NOTICE OF MOTION AND MOTION  
TO SELL THE PROPERTY AND STRIP  
EXISTING LIENS; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF; DECLARATION  
OF ANDREW ADAMS**

Date: March 17, 2016  
Time 8:30 a.m.  
Dept. 4

Reservation #14312

PLEASE TAKE NOTICE that on March 17, 2016 at 8:30 a.m. in Department 4 of the Kern County Superior Court at 1415 Truxtun Ave., Bakersfield, CA 93301, or as soon thereafter as the Court may be able to hear the matter, Mark Adams, the court-appointed Receiver in *Ridgecrest v. William Dale Howard, et. al.* will be appearing to request an order directing the sale of all properties under receivership. The Motion is filed and to be considered if the current situation continues, whereby the existing mature Deed of Trust is not paid off, and thus the sale

1 can be discharged.<sup>3</sup> The Certificate itself matured on December 31, 2015. The Receiver had  
2 discussed this at various times with Respondent William Howard (“Howard”), but again most  
3 recently in a January 29, 2016 email. Howard either has to refinance the Certificate, or the  
4 Property has to be sold, and as of now it does not appear that the Certificate will be paid off. If  
5 Howard does make those arrangements by the hearing, then the need for the sale will be  
6 removed. In this way, this Motion is filed and set for hearing based on what is expected to  
7 happen, but also to ensure that there are adequate and timely plans in place in the even that  
8 Howard does not take action. Similarly, the exact recommended sale offer is not yet known, but  
9 if a good offer is submitted by the hearing date, it can be presented for confirmation under Code  
10 of Civil Procedure §568.5, and a Proposed Order reflecting that confirmation can be filed.

11 If Respondent cannot or will not repay the Certificate, it is appropriate for this Court to  
12 direct the proceeds from the sale of the Property to pay the amount owed on the Certificate. Then  
13 the liens that have been “stripped” can be put to this Court for further orders as to which will be  
14 paid first. The Receiver can submit demands for payoff requests from all interested parties, and  
15 then submit them to this Court. In this way, any disputes or claims to interests in the properties  
16 are heard after the Properties are sold, and are no longer sitting vacant or potentially reverting to  
17 their nuisance conditions. After the sale of the Property is completed and the Receivership  
18 Certificate paid, steps can be taken to being to wind down this receivership.

19  
20  
21  
22  
23  
24  
25

**II. THIS COURT HAS AUTHORITY TO  
AUTHORIZE ITS RECEIVER TO SELL THE PROPERTY**

26 A Receiver is authorized to sell any property under his control with court approval. Code  
27 of Civil Procedure § 568.5,<sup>4</sup> *People v. Riverside University* (1973) 35 Cal.App.3d 572, 582-83.  
28 This approval can be conferred in the appointment order, can be applied prospectively upon

---

26 <sup>3</sup> The discharge and final accounting can be accomplished two ways – through a noticed motion or by stipulation.  
27 Usually a stipulation treats the prior monthly accountings in sum as the final accounting, but that is part of the  
28 agreement of the parties. Obviously the stipulation is faster and more efficient, but I do not expect that here.

<sup>4</sup> “A receiver may, pursuant to an order of the court, sell real or personal property in the receiver’s possession upon  
the notice and in the manner prescribed by Article 6 (commencing with Section 701.510) of Chapter 3 of Division 2  
of Title 9. The sale is not final until confirmed by the court.”

1 to authorize the activity, then Court approval is necessary. *Id* at 581 (citing *Rochat v. Gee* (1902)  
2 137 Cal. 497, 500, amongst others). This approval can be retroactively applied, as the case  
3 might require. *Id* at 581-82. The Court can review the sale, or deny the Receiver's  
4 recommendation, however this is only necessary in instances of ". . . fraud, unfairness or  
5 oppression in the sale . . ." *Id.* at 582. It is standard practice to seek preemptive court review of  
6 a sale when possible, thus, this Report seeks that approval of the sale described herein.

7 In this matter, the conditions that the Appointment Order directed be remedied have been  
8 remedied. The existing Certificate has matured, and it is the Receiver's recommendation that a  
9 foreclosure sale be avoided if at all possible.<sup>5</sup> Thus, the sale is both necessary to pay off the  
10 amounts and bring about the end of this matter, but it is also the best way to set the course for the  
11 future on this matter, as it will bring in a new owner that can abide the governing municipal and  
12 state housing code. Based on the conditions herein, the sale of the receivership property appears  
13 to be the only solution, and this Court has full authority to order that sale.

### 14 15 **III. THIS COURT'S DISCRETION ON THE MANNER OF SALE**

16 Sales of receivership property are authorized and governed by Code of Civil Procedure §  
17 568.5: "A receiver may, pursuant to an order of the court, sell real or personal property in the  
18 receiver's possession upon the notice and in the manner prescribed by Article 6 (commencing  
19 with Section 701.510) of Chapter 3 of Division 2 of Title 9. The sale is not final until confirmed  
20 by the court." While the statute appears to require that all receivership sales be handled by a  
21 levying agent (through §701.510 *et seq.*), this is not mandatory, nor is it usually the most  
22 efficient or proper way to complete the sale. In most cases, as is the situation here, a market sale  
23 is best. And case law makes it clear that this Court has full discretion to order a market sale.

24 On the question of whether or not this Court can authorize a market sale, *People v.*  
25 *Riverside University* (1973) 35 Cal.App.3d 572 is directly on point. There, the receiver for a  
26

27 <sup>5</sup> A foreclosure sale is actually the exact inverse of the market sale requested in this motion, as it provides lesser  
28 title, will result in a lower sale price, and is binding as to any other interests (assuming that there are not ample sale  
proceeds). In the market sale requested here, any sale proceeds beyond those used to payoff the Certificate can be  
later claimed by the very parties that would otherwise be left without recourse in a foreclosure.

1 (sheriff or marshal). The Receiver or the City would have to first establish the monetary  
2 judgment (possibly to pay off the Certificate), apply for a writ of execution, and then wait for the  
3 levying officer (the "sheriff or marshal." *Code Civ. Proc.* § 680.260) to receive written sale  
4 instructions (i.e. minimum bid amount, description of real property, amount of monetary  
5 judgment). The levying officer would then follow the statutory execution sale procedure, which  
6 requires statutory notice of the levy and sale, publication of the noticed sale, conducting sale at  
7 public location, and providing applicable post-sale notice. *Code Civ. Proc.* §§ 701.510 –  
8 701.680. As is shown above, the execution sale procedure does not require, nor is it aided, by  
9 the involvement of a receiver. It is a very detailed and time-intensive process, that in my opinion  
10 should be avoided unless there is good reason not to.

11 A sale under §701.510 would be more costly to the receivership in the form of further  
12 time from my staff to arrange for the sale. It would also likely net a lower price, as a market sale,  
13 conducted in the standard method of selling these types of properties, will assuredly provide  
14 more in the way of sale proceeds. Further, this allows for me to investigate and choose the buyer  
15 of the Property, instead of allowing anyone who bids the highest take ownership of the Property  
16 that remains subject to this receivership.<sup>6</sup> Finally, this method of sale is much faster than under  
17 §701.510, because the sale can be completed and confirmed in less time than is necessary to get  
18 approval, list the Property, etc.

19 Were it that the statute stood alone with the direction to utilize the levying officer, then  
20 such a process might be the only option. But other courts have already made it clear that market  
21 sales can be utilized under this Court's discretion. So strict adherence to the sale process that will  
22 take longer, result in an unknown buyer, result in a lower sale price, and cost more in  
23 receivership fees is not necessary. As briefly disused above in fn. 5, the foreclosure sale is  
24 simply not beneficial for anyone, and leaves all parties in a worse position than a market sale.

25  
26

27 <sup>6</sup> Controlling who the property is sold to is more important where the work remedying the violations is not yet done,  
28 because the receivership has to rely on that new owner to do the work. That is not the situation here, as the work is  
done, but controlling and vetting the buyer remains a useful tool, because the receivership is not automatically ended  
upon the sale of the Property.

1 1109 Mayo Street has comps of approximately \$95,000. The Property at 1304 Porter Street came  
2 back with comps putting the value at \$40,000. The demolished property is now just considered a  
3 vacant lot, and the value of those lots is likely only \$3,000. Those are only estimates, and  
4 obviously the highest offers will be reviewed. But in my experience with this Property, I do not  
5 believe that we can obtain the ultimate highest value, both because the structures are in bad  
6 shape (even if no longer a nuisance) and also because the owner can be expected to be hostile to  
7 the sale and may cause a problem in completing the sale. For those reasons, I do not recommend  
8 letting the property be listed for six months-year that might result in a sale price at those values.

9 8. I have listed the Properties with a local agent that came recommended to me. She  
10 is going to complete at least one inspection, along with Lou Laurenti who handles all security  
11 issues for CRG, and put the Properties on the market. While that estimate is not assured, and the  
12 sale price will depend on a variety of factors (and thus it should not be considered an expected  
13 sale price), I believe that is a fairly accurate estimate of the ultimate sale price that the parties can  
14 expect.

15 9. I have reviewed a set of litigation guarantees from May 2012, and the *lis pendens*  
16 recorded by the City of Ridgecrest in November of 2013. All potential interested parties listed in  
17 either of those documents will be mailed notice of this Motion as far as is reasonably possible, so  
18 that they can make any objections. Similarly, they will be sent demands with notice that any  
19 unpaid fees and costs are to be submitted for this Court's review, if the Court grants the Motion.  
20 In this way, all potential interested parties, beyond those that are named in this matter will be  
21 given notice and an opportunity to be heard in this matter.

22  
23 10. As stated in the Motion, the intent is to simply provide a backup option, with the  
24 preferable method of dealing with the Certificate is for Howard to pay it off, or refinance it. This  
25 would enable him to remain in his property, and allow for a more efficient and faster completion  
26 to this matter. Having communicated with him on this matter, I do not believe that he is willing  
27 or capable to do so. Thus, the Motion is filed, with the request to sell the Property and strip the  
28 liens, and if there is not a solution in place by March 17, then I would ask the Court to approve

1 the Motion.

2 11. Also, as there is not a sale yet arranged for confirmation, I will not submit a  
3 Proposed Order with this Motion. One can be provided at the hearing. Or the Court can affirm  
4 the sale generally, and wait for further sale details to decide as to whether or not to confirm the  
5 sale. Or the Court could affirm the listing, but at the same time request that the specifics of the  
6 sale (when known in their entirety) are put before the court by way of an ex parte application.  
7 The Court has wide discretion in completing the sale, and the recommendation put to the Court is  
8 only a recommendation.

9 12. Right now, because the Certificate and its Deed of Trust have matured, and they  
10 can be foreclosed upon, I believe that the proper method of dealing with this matter is for the  
11 Court to confirm the sale. In my experience, a market sale results in much more proceeds and is  
12 much faster than a foreclosure sale. I believe that a foreclosure would not accomplish any of the  
13 goals of the parties here, as it removes Howard from his home, would likely result in a lower sale  
14 price, and puts a new buyer into the Property that I have not had a chance to "vet" yet.

15 13. Thus, the recommendation is that this Court confirm the sale to prevent the  
16 foreclosure.

17  
18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct.

20  
21 Executed this 12th day of February 2016, in Santa Monica, California.

22  
23 

24 Andrew Adams, for Court-Appointed Receiver Mark Adams

25  
26 ///

27 ///

28 ///

SERVICE LIST

JONES & MAYER  
DEAN J. PUCCI, ESQ.  
KRISTA MACNEVIN JEE, ESQ.  
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DORRANCE A. HOWARD  
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244 MARIPOSA AVE.  
RIDGECREST CA 93555

BETTY JOANN WHITELEY  
1109 S. MAYO STREET  
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JOE POLLOCK WESTERN  
ENGINEERING & SURVEYING  
1663 S. CHINA LAKE BLVD.  
RIDGECREST CA 93555

A.E. KINSTLE BUILT RIGHT BUILDERS  
P.O. BOX 2300  
RIDGECREST CA 93555

SANTA CLARA COUNTY, STATE OF  
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C/O STEPHEN GIBBONS, ASSISTANT  
DISTRICT ATTORNEY  
2645 ZANKER ROAD I  
SAN JOSE CA 95134

SANTA CLARA COUNTY, STATE OF  
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C/O FAMILY SUPPORT TRUSTEE  
P.O. BOX 7622  
SAN FRANCISCO CA 94120-7622

SANTA CLARA COUNTY, STATE OF  
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SAL RAMIREZ  
1128 SIMS STREET  
RIDGECREST CA 93555



**GUEST EDITORIAL**

Too much rain is going to waste

**BY KEVIN MCCARTHY**

After months of hopeful predictions, El Niño is delivering our state much-needed snow and rain. But with Mother Nature doing her small part to ease the drought, the big question remains: What will we do to capture excess rain and snow now for use in future times of drought?

We know it makes no sense to waste water, especially as Valley residents endure this terrible drought. Sadly, federal and state regulators are letting this precious moment slip by, letting water flow out to the Pacific Ocean.

For example, a couple of weeks ago, almost 330,000 gallons of water per second flowed through the Delta and out into the Pacific Ocean. At the same time, less than a tenth of that was sent to the Central Valley and Southern California.

We must ask ourselves what exactly is preventing us from capturing all of this water. The blame lies squarely on U.S. Fish and Wildlife Service and National Marine Fisheries Service regulations that put the well-being of fish over people. Specifically, these agencies are requiring pumping to cease or be severely restricted if it impacts fish. More inexplicably, these agencies are curtailing operations simply because of a perceived risk to fish – something that is certainly beyond the original intent of the law and outside the criteria of their own regulations.

For the millions of Californians who are making sacrifices to reduce their water use every day, these contemptuous actions have resulted in the loss of enough water during late January storms to meet the daily water needs of 10 million families.

With predictions since last summer of an El Niño weather pattern, my House Republican colleagues from California and I knew the wet season was coming, so we have sought to get the agencies to allow more pumping. But the law places absolute authority in the hands of these bureaucracies to set pumping levels and interpret the law as they see fit. That is why we decided to try to change the law, passing legislation last year (and three times prior) to reform these regulations to ensure our communities can get this water. Unfortunately, each time, the Obama administration and U.S.

Sens. Dianne Feinstein and Barbara Boxer have opposed us and refused to agree to bipartisan proposals.

When I talk to folks who are not from California about the drought, I often recount the famous fable by Aesop, “The Ant and the Grasshopper.”

The grasshopper uses times of plenty to live carefree while mocking the ant that is storing food to prepare for hard times.

It's not too late for the president, our senators and federal agencies to heed the fable's moral. There may still be storms this winter whose rain and snow we can capture, but that requires policy decisions to be more practical, putting the needs of Californians over fish.

Fixing California's drought challenge remains my top priority in Congress, and I will continue to work with my House colleagues, the president and Sens. Feinstein and Boxer to find a solution that gets water flowing to the communities in our state that so desperately need it.

•

Congressman Kevin Mc-Carthy serves California's 23rd district and is currently the Majority Leader in the U. S. House of Representatives.

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**12**

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

SUBJECT: A Public Hearing and Resolution regarding Unmet Transit needs. A Resolution of the Ridgecrest City Council to consider public comments and establish a finding for unmet needs that is reasonable to meet with the public transportation system.

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The Transportation Development Act of 1971 (TDA), as amended provides for the disbursement of funds from the Local Transportation Fund for various eligible transportation uses. The funds are distributed by the Kern Council of Governments (KCOG), in its capacity as the Regional Transportation Planning Agency. An eligible claimant wishing to receive TDA funding through KCOG must conduct an annual review of the transit needs of the individuals and groups in the community. The hearing was duly noticed 30 days (January 26, 2016) prior to this evening. It would be appropriate to open the Public Hearing and receive written and oral comments regarding any "unmet transit needs" and determine whether these needs are "reasonable to meet". The documentation of the Public Hearing will be forwarded to Kern COG.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Open the Public Hearing, consider all public comments, receive and approve Resolution 16 - , establishing a finding for unmet and reasonable to meet transit needs.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: March 2, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL  
ESTABLISHING A FINDING FOR UNMET TRANSIT NEEDS THAT ARE  
REASONABLE TO MEET WITH THE PUBLIC TRANSPORTATION  
SYSTEM**

**WHEREAS**, the City of Ridgecrest receives Transportation Development Act funds for various transportation uses; and

**WHEREAS**, before any allocation of Transportation Development Act funds is made for a purpose not related to public transportation services, a public hearing must be held to determine if there are any "Unmet Needs that are Reasonable to Meet" in the public transportation system; and

**WHEREAS**, a public hearing was advertised on January 26, 2016 and the public meeting was held on March 2, 2016, to receive public comments regarding unmet transit needs that are reasonable to meet; and

**WHEREAS**, the City Council considered all available information, including the information presented at the public hearing on March 2, 2016.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ridgecrest, does hereby find that there are no unmet transit needs that are reasonable to meet within the City of Ridgecrest.

**ADOPTED, AND APPROVED**, this 2<sup>nd</sup> day of March, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

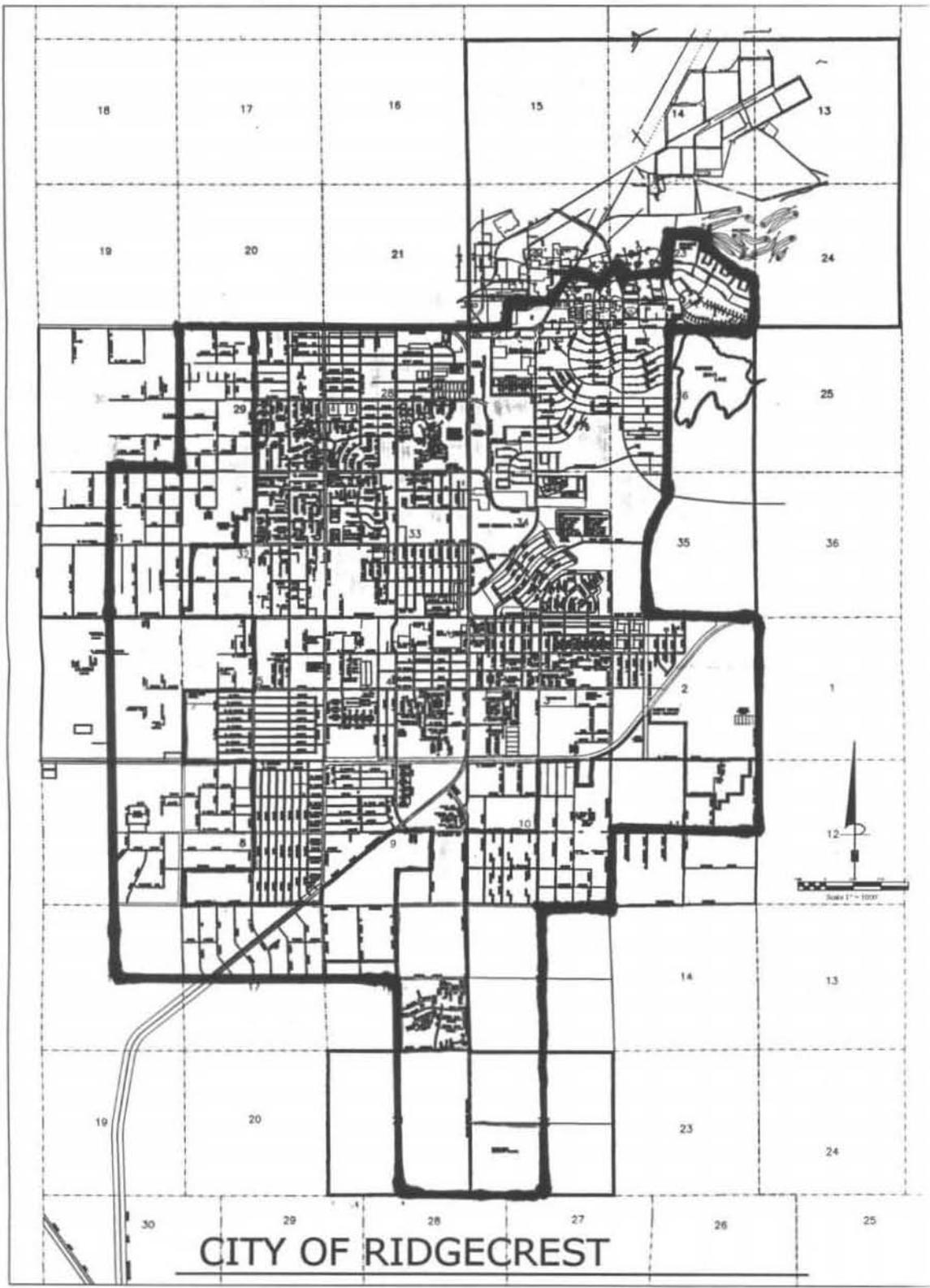
Peggy Breeden, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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**CITY OF RIDGECREST**

**Ridgecrest Transit System (RTS) General Service Area**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN

Notice of Public  
Hearing

Case Number \_\_\_\_\_

DECLARATION  
OF PUBLICATION  
(2015.5 C.C.P.)

State of California, County of Kern, ss:

Declarant says:

That at all times, herein mentioned declarant is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is the principal clerk of the printer and the publisher of THE DAILY INDEPENDENT, a newspaper of general circulation printed and published daily in the City of Ridgecrest, Indian Wells Judicial District, County of Kern, State of California, which newspaper has been adjudged a newspaper of general circulation by the said Superior Court by order made and renewed July 8, 1952, in Civil Proceeding No. 58584 of said Court: that the instrument of which the annexed in a printed copy has been published in each regular and like issue of said newspaper (and not any supplement thereof) on the following dates, to-wit:

1-26-16  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON January 26<sup>th</sup>, 2016, at  
Ridgecrest California.

Declarant Rena Adelle

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY OF RIDGECREST CITY COUNCIL IN THE COUNCIL CHAMBERS OF CITY HALL, 100 W. CALIFORNIA AVENUE, RIDGECREST, CALIFORNIA ON WEDNESDAY, MARCH 2, 2016, AT 6:00 P.M. OR AS SOON THEREAFTER AS THE MATTERS MAY BE HEARD.

UNDER CONSIDERATION WILL BE a public hearing to receive comments related to unmet and reasonable transit needs in the City of Ridgecrest and the surrounding county areas services by the Ridgecrest Transit System.

Kern COG is required to define "unmet needs" and "reasonable to meet," and has defined them by resolution 90-04. Unmet needs:

An unmet need exists if an individual or any age or physical condition is unable to transport him or herself due to deficiencies in the existing transportation system. Excluded are (1) those request for minor operational improvements, and (2) those improvements funded and scheduled for implementation in the following fiscal year.

Reasonable to meet:  
A. Operational feasibility. The requested improvement must be safe to operate and there must be adequate roadways for transit vehicles.

B. Duplication of Service. The proposed services shall not duplicate other transit services.

C. Timing. The proposed service shall be in response to an existing, rather than a future need.

posed service shall be in response to an existing, rather than a future need.

D. Service must meet the legally required farebox ratio (PUC Sections 99288.2, 99288.5 and CAC Sections 8833.2, 8833.5 with fares of similar service.

All interested persons are invited to attend and present testimony. CITY OF RIDGECREST Rachel J. Ford, CMC, City Clerk

(01/26/2016)

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**13**

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

**SUBJECT:**

Grand Jury Final Report concerning the City of Ridgecrest

**PRESENTED BY:**

Dennis Speer, City Manager

**SUMMARY:**

The 2015-2016 Kern County Grand Jury notified the City of Ridgecrest by a letter dated January 21, 2016 that it completed a Grand Jury Final Report regarding the City concerning "Hidden Governments, Joint Powers Authorities in California". The purpose of the report was to inquire into the operations of Joint Powers Authorities (JPA) within Kern County. As a member of a JPA, the City was included in the inquiry and is required to respond to the report.

The result of the Inquiry was the 2015-2016 Grand Jury Final Report (attached). The report contains findings and recommendations.

The City Council is required to respond to the report within 60 days.

Staff recommends that the Council review, discuss, and determine an appropriate response to the report.

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Staff recommends that the Council review, discuss, and determine an appropriate response to the report.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested.

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## KERN COUNTY GRAND JURY FAX SHEET

DATE: JANUARY 21, 2016

TO: CITY OF RIDGECREST

ATTN: DENNIS SPEER, CITY MANAGER

FAX # (760) 499-1500

FROM: GLORIA RANGEL, SR OFFICE SERVICES SPECIALIST  
KERN COUNTY GRAND JURY

PHONE # (661) 868-4797

FAX # (661) 321-0761

18 PAGES INCLUDING COVER SHEET

*Resent - Sorry  
omitted page previously  
Gloria*



# Kern County GRAND JURY

January 21, 2016

City of Ridgecrest  
Dennis Speer, City Manager  
100 West California Avenue  
Ridgecrest, CA 93555-4054

Dear Mr. Speer:

We are transmitting the attached Grand Jury Final Report regarding your agency concerning "Hidden Governments, Joint Powers Authorities in California" in accordance with the provisions of Penal Code §933.05, Subsection (f) of this section provides as follows:

"A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the Presiding Judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report."

The Grand Jury will be releasing this report to the public on February 2, 2016. Accordingly, you are instructed not to disclose the contents of the report until that time.

Thank you for your consideration and cooperation.

Respectfully,

*Wesley Brown*  
For  
Wesley Brown, Foreperson  
2015-2016 Kern County Grand Jury

## **HIDDEN GOVERNMENTS**

### **Joint Powers Authorities in California**

*"Governments are instituted among men, deriving their just powers from the consent of the governed."* - Declaration of Independence, July 4, 1776, approved by the Second Continental Congress.

#### **SUMMARY:**

There is a form of government in California called a Joint Powers Authority, or JPA. A JPA is formed by the agreement of two or more agencies including cities, county, special districts and others to carry out services common to each. In Kern County, these agencies have created or joined more than 25 such governments, but most people are not aware of even a single Joint Powers Authority.

The 2015-2016 Kern County Grand Jury (Grand Jury) inquired into the operation of Joint Powers Authorities. The typical JPA has an appointed board that may hold infrequent meetings. The authority office where public records are kept may be difficult to locate. For these and other reasons, the Grand Jury found it difficult to compile a complete list of JPAs and determine if they are complying with state law and local agreements. By their nature, these are "hidden governments".

The Declaration of Independence includes a long list of "*repeated injuries*" to the population of the 13 American Colonies. Among the complaints are that the agents of the King denied people the right of representation in legislatures and they held meetings in places faraway and inaccessible to public records. For the Grand Jury, like the Continental Congress, if a government is not representative, freely accessed and transparent, the "*just powers from the consent of the governed*" cannot be obtained.

The Grand Jury would like to see that steps are taken to ensure that the existence and operations of Joint Powers Authorities in California are transparent, accessible, accountable and limited.

#### **PURPOSE OF THE INQUIRY:**

California Penal Code §925a states: "*The grand jury may at any time examine the books and records of any incorporated city or joint powers agency located in the county.*" The Grand Jury decided to assemble a list of joint powers authorities and to inquire into the operation of several such authorities.

## **PROCESS:**

The 2010-2011 Kern County Grand Jury issued a report titled, "Joint Powers Agreements and Memorandums of Understanding" (MOU). The report stated, "*The fifteen government agencies contacted reported a total of 230 JPAs and MOUs in Kern County.*"

With that background, the Grand Jury sent a letter to the County, each of the 11 incorporated cities in the County, the Kern County Superintendent of Schools, and KernCOG. The letters requested information on their JPAs, purposes, expiration date, and date of the last audit. Respondents did not uniformly understand the scope of the request. Follow-up with several agencies was required in an attempt to fill in gaps. The Grand Jury also interviewed several JPA board members.

The California Secretary of State and the State Controller were asked to furnish information on JPAs. The County office of the Local Agency Formation Commission (LAFCo) was contacted as well as staff of the California Senate Local Government Committee. After review of these sources, it became clear that it was not possible to assemble a definitive list of JPAs formed or joined by agencies in Kern County.

When a joint powers authority is not readily identifiable, has no office and board members are difficult to identify, then a grand jury cannot examine the authority's books and records as authorized by the California Penal Code. An interested citizen would have an even more difficult time in making an inquiry into such an agency.

The Grand Jury concluded that these are "hidden governments" that can pose risks. The Ralph M. Brown Act states, "*The people insist on remaining informed to retain control over the legislative bodies they have created*". Given these insights, the Grand Jury's focus changed to an examination of the reasons that Joint Powers Authorities are hard to identify and investigate. The Grand Jury then assembled recommendations to improve transparency of these government agencies.

## **BACKGROUND:**

The publication, *Governments Working Together, A Citizen's Guide to Joint Powers Agreements*, describes Joint Powers Agreements and Joint Powers Authorities.

The Joint Exercise of Powers Act in California Government Code §6500, et. seq. allows the public boards of two or more agencies to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as an agent for a specific activity.

Agencies that can exercise joint powers include federal agencies, state departments, counties, cities, special districts, school districts, redevelopment successor agencies, and even other joint powers organizations. A California government agency can even share joint powers with an agency in another state.

The publication cited above states, *"A joint powers agreement is so flexible that it can apply to almost any situation that benefits from public agencies' cooperation."* The same publication also states, *"JPAs are different from other forms of government because they are the only type of government formed by mutual agreement. Unlike other governments, JPAs are not formed by signatures on petitions and they're not approved by a vote of the people. Public agencies create JPAs voluntarily."*

When a new authority is formed, there are several requirements:

- The agency, within 30 days after the effective date of the agreement, must file a notice with the office of the California Secretary of State. The notice contains the name of each agency that is a party to the agreement, the effective date and a statement of purpose or the power to be exercised
- An additional copy is forwarded to the office of the State Controller
- Audits are to be filed as public records with each of the contracting parties and filed with the county auditor of the county where the home office is located. Any public agency or person can request a copy of the audit
- Public agency laws apply to joint powers authorities, including the California Public Records Act, the Ralph M. Brown Act, and the Political Reform Act of 1974

Created in 1985, the Marks-Roos Local Bond Pooling Act (Marks-Roos) permits local government agencies to fund working capital, for projects that would provide significant benefits to the public. Marks-Roos allows local agencies, through joint powers authorities, to issue bonds to finance projects. A JPA that is involved in the issuance of debt may be referred to as a public financing authority. Elected officials from the local agencies often compose the appointed governing boards of the JPAs. A board member is generally responsible for administrative activities, such as authorizing payments and keeping accounting records.

Of particular note, Government Code §6587 states: *"The issuance of bonds, financing, or refinancing under this article need not comply with the requirements of any other state laws applicable to the issuance of bonds, including, but not limited to, other articles of this chapter."* The phrase, "need not comply", allows flexibility for a joint powers authority to undertake services and construction projects that would not otherwise be possible.

Examples of JPA services include:

- groundwater management
- road construction
- habitat conservation
- airport expansion
- insurance coverage
- regional transportation projects
- bond issuance for project funding
- establishing regulatory authority

The JPA acronym can mean different things. A brief explanation may help remove confusion.

- **Joint Powers Agreement** – The written document outlining the purpose, terms and other legal aspects of the venture (contract). If a new board is formed, registration with the Secretary of State is required
- **Joint Powers Agency** – An entity created by agreement that is completely separate from the member agencies
- **Joint Powers Authority** – An entity created by agreement; often used interchangeably with agency. Frequently used when the entity is used in the issuing of bonds under the Mark-Roos Act

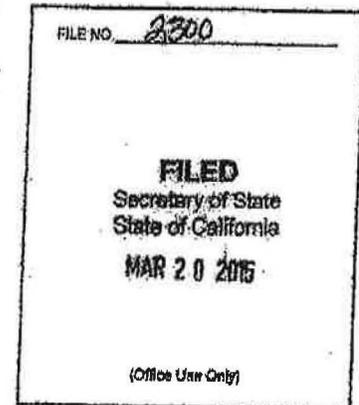
The Grand Jury sent letters to the County, the incorporated cities in the County, the Kern County Superintendent of Schools, and KernCOG requesting information on their JPAs. Interesting perspectives revealed by the responses include:

- One well-known entity, KernCOG, is a joint powers authority but was not cited as a JPA. Several respondents, who are members of KernCOG, indicated they had no current JPAs
- Many cities form single purpose public authorities to issue bonds and carry out projects. These entities are formed by a single entity, the city. Since there is not “joint exercise of power”, these are not JPAs. However, a number of cities classified such authorities as JPAs
- Respondents also listed Memorandums of Understanding and other agreements as JPAs
- It is possible for JPAs to become a common part of the community and overlooked
- Confusion surrounds JPAs

The response to the 2010-2011 Kern County Grand Jury report recommendations was mixed, giving evidence that JPAs are misunderstood or not recognized.

An email was sent to the California Secretary of State, Special Filings Division (Division), requesting the filing status of JPAs created or joined by the County of Kern. While processing the request, Division staff stated:

- Because of variations in JPA titles, it is difficult to be precise in providing the requested information
- Newly formed JPAs submit form Sec/State 404A, “Notice of a Joint Powers Agreement”
- Upon approval, JPAs are assigned a file number which is placed on the form and returned to the filer (see exhibit)
- Amendments to a JPA must cite the file number
- The file number can be made public and used to access JPA information at the State



## LOCAL JOINT POWERS AUTHORITIES

The Grand Jury attempted to assemble a list of authorities created or joined by government agencies in Kern County. The focus was on Joint Powers Authorities that have a separate board. The Grand Jury examined agreements to make determinations about specific JPAs.

As noted above, the Secretary of State Special Filings Division was asked to determine if those local joint powers authorities had filed the required notice with that office. The Division responded with the following information:

- The Division identified eleven JPAs that had filed required paperwork and been assigned a file number
- Another eight were found under a slightly different name
- Thirteen agencies were determined to be "Not of Record"

The chart that follows gives the results of the Grand Jury examination of agreements augmented by data from the Special Filings Division. Those agencies listed without a JP number are "Not of Record" with the Division.

<b>Joint Powers Authorities Created or Joined in Kern County</b>
<p>Cities cited the following:</p> <ul style="list-style-type: none"> <li>• City of McFarland - McFarland Tri-Agency Partners (JP 2300)</li> <li>• City of Ridgecrest - CSAC Insurance Authority (JP 493)</li> <li>• City of Shafter - Kern Groundwater Authority (JP 2278), and Shafter Joint Powers Financing Authority</li> <li>• City of Tehachapi – Associate Member of Western Riverside Council of Governments (JP 1884) and the California Statewide Communities Development (JP 2201)</li> <li>• Other cities cited no JPAs which they have formed or joined or they incorrectly characterized agreements as forming an authority</li> </ul>
<p>Kern County Superintendent of Schools cited the following:</p> <ul style="list-style-type: none"> <li>• Self-Insured Schools of California Health SISC I -Workers' Compensation (cited as Self-Insurance Program for Workers Compensation, JP 371)</li> <li>• Self-Insured Schools of California Health SISC II - Liability and Property (cited as Self-Insurance Schools of Kern Liability &amp; Property System, JP 498)</li> <li>• Self-Insured Schools of California Health SISC III - Medical, Dental and Vision</li> <li>• Agreement for Legal Service (Schools Legal Service)</li> <li>• School District Facilities Services JPA</li> <li>• Kern County Child and Family Services Agency</li> </ul>

## REPRESENTATIVE LOCAL JPAs

The Grand Jury researched JPAs formed by various agencies within Kern County to understand how JPAs are utilized. The chart below shows four examples.

Central California Citrus Eradication Agency
The agency was formed in 1963 by the Kern County Citrus Pest Control District and two similar districts in Fresno and Tulare Counties to cooperatively combat a specific citrus pest in the three counties
Agency facilities and records are maintained at an office in Tulare County
The agency is managed, controlled and directed by a Board of Commissioners appointed by the member districts
Board of Commissioners must meet as established by agency bylaws and comply with public agency laws
McFarland Int-Agency Partners (MTAP)
MTAP was formed in 2014 by the City of McFarland, the McFarland Unified School District and the McFarland Recreation and Parks District
The stated purpose of the agency is <i>"To promote projects to improve the general welfare of the community within the City of McFarland"</i>
MTAP, still in its infancy, has no funds, budget or office
By agreement, each member agency names two members of their legislative body as MTAP Directors and one member is selected from the community by the appointed Board
The Executive Director is elected by the MTAP Board and must be the Executive of one of the member agencies
The Board currently meets once a month
Eventually the agency may fund selected projects by issuing bonds
The agency must comply with public agency laws

The Grand Jury did not request information from Special Districts, but did identify one JPA formed by such a District, the Central California Tristeza Eradication Agency

The County reported that it had created or joined several joint powers authorities. The Grand Jury reviewed County agreements to assemble a more complete JPA list:

- KernCOG (cited as Kern Council of Governments, JP 616)
- Tobacco Settlement Joint Powers Authority (California County Tobacco Securitization Agency, JP 1734)
- QuadState Local Governments Authority (cited as Quadstate County Government Coalition, JP 1683)
- Kern Child and Family Services Agency
- Kern Public Services Financing Authority (JP 1748)
- CSAC Excess Insurance Authority (JP 493)
- Tejon Ranch Public Facilities Financing Authority (JP 1696)
- Greater Taft Economic Development Authority
- San Joaquin Valleywide Air Pollution Study Agency
- San Joaquin Valley Air Pollution Control District
- California Electronic Recording Transaction Network Authority
- Joint Exercise of Powers Agreement with Tejon-Castaic Water District
- Central Valley Immunization Information System
- Kern Groundwater Authority (JP 2278)
- California Mental Health Services Authority (JP 2105)
- Kern, Inyo, and Mono Counties Workforce Investment Board
- The Metropolitan Bakersfield Habitat Conservation Plan Implementation Trust Group (JP 1414)
- California Statewide Automated Welfare System Consortium IV (JP 1651)

The County joined these agencies as an Associate Member:

- Western Riverside Council of Governments (JP 1884)
- San Joaquin Valley Library System Joint Powers Agreement
- California Enterprise Development Authority
- California Rural Home Mortgage Finance Authority

The Operation of a Common Risk Management and Insurance Program
Formed by the Kern County Superintendent of Schools and various school districts in 1979 for employee's medical coverage. Has progressed to three separate agencies to include several types of risk management
Known as Self-Insured Schools of California and commonly referred to as SISC
Stated purpose is, "...operating an agency to maintain a self-insured program..."
Beginning with medical, dental and vision insurance for school employees, this same type of agreement has expanded into liability, property and workers compensation risk management systems
The three agencies are under the direction and control of separate governing boards each consisting of eleven members elected as prescribed in the bylaws
Boards are required to meet monthly and comply with public agency law
Tejon Ranch Public Facilities Financing Authority
Formed in 1999 by the County of Kern and the Tejon-Castaic Water District
Stated purpose is, "...establishing an entity which can assist in providing financing for public capital improvements in the Tejon Ranch area of the County..."
The authority is governed by a five member Board of Directors, three appointed by the Kern County Board of Supervisors and two by the Board of Directors of the Tejon-Castaic Water District
The Board is required to have a minimum of one meeting a year and must comply with public agency laws
The original authorizing agreement established a bond debt ceiling of \$40,000,000. An amendment in 2008 raised the ceiling to \$160,000,000
The most recent Bond issue was for approximately \$40.5 million

These JPAs reflect types that are used locally and throughout California. Although the true number of JPAs is unknown, according to information received by the Grand Jury, there were over eighteen hundred JPAs as filed with the Secretary of State. The JPAs ranged from simple agreements between two small entities to complex agreements involving multiple entities from all levels of government.

### **SPECIAL DISTRICTS vs. JOINT POWERS AUTHORITIES**

People are familiar with cities and counties. In California, everyone lives in a county and most live in a city. Special Districts, a form of elected government, provide residents with services such as potable water or fire protection. Cities, counties and special districts are accessible and accountable through attendance at public meetings and visits to a local office.

Joint Powers Authorities can perform services for people, however, they are not elected or accessible to the public. The following chart compares the two forms of government:

<b>Special Districts</b>	<b>Joint Powers Authorities</b>
Formed by vote of constituents	Formed by agreement between two or more agencies
Requires a LAFCo review and approval process	No third-party review process
Governed by board elected by constituents	Governed by board appointed by member agencies
Agency office or facilities located in community with contact information	Agency office, if any, is often hard to locate
Boards often meet monthly	Boards may meet infrequently
Board members have presence in the community	Board members unknown or not present in the community
Provides services granted by electorate and approved through the LAFCo review process	Services are those included in the common powers of the member agencies
	Bond funds can be used for additional services including construction projects which are not in the common powers of the member agencies

Fee or tax increases require voter approval	Increased operating costs approved by board action of member agencies
Must abide by applicable state codes	Must abide by forming agreement and applicable state codes
Regulations generally are clear and distinct	Regulations relating to issuing of bonds are not clearly stated, and therefore, subject to interpretation
Must abide by Ralph M Brown Act, Fair Political Practices Commission and Public Records Act	Must abide by Ralph M Brown Act, Fair Political Practices Commission and Public Records Act

### OBSERVATIONS BY OTHERS

Grand Jury research indicates that there are statewide concerns about joint powers governments. The following examples show the range of issues:

- The 2011/2012 Marin County Civil Grand Jury published a report entitled “Pre-Schoolers Learn to Share - Can Local Governments?” On June 2, 2012, the Pacific Sun News published an article entitled “Sixty-four agencies and counting, reports ‘bewildered’ grand jury”. The article stated, “...the Marin Civil Grand Jury launched an investigation into the number of local government agencies that exist in the county—and they were baffled by what they discovered: no one really knows.”

The article goes on to say, “Due to the rise of special districts and joint-powers authorities over the years, the numbers are murky at best – and no one’s keeping an exact tally. The phone book lists about 30; the County Tax Collector’s office doesn’t know—but they know of 153 “taxing entities” who add charges to our tax bills...The Local Agency Formation Commission knows of about 64 agencies but, according to LAFCo officials, that list is not definitive.”

- On August 14, 2013, the Marin Independent Journal published an article entitled “Marin Voice: Silencing the voice of the people”. In discussing a plan for the San Francisco Bay area, the article stated, “In the discussion over the problems and promises of Plan Bay Area, one aspect of the debate was overlooked. The vote to approve Plan Bay Area was taken by a JPA – the Association of Bay Area Governments (ABAG)”.

The article goes on to say, “The back-room power that is accumulating in groups like ABAG undermines local control. With ABAG we get a group of city and county elected officials attending public-private meetings alongside agencies that have alliances with corporations, developers, non-governmental organizations and government agencies.”

The article concluded, "*JPs like ABAG and SCLIA [Sustainable Communities Investment Authority] cloud – no, close the window of government transparency. The public is left uninformed, and awareness and commitment to the common good is eroded.*"

- 2014-2015 Orange County Grand Jury, Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency. The report stated, "*State statutes authorize legal entities, such as cities, counties, school districts, or special districts to set up JPAs. These statutes give significant authority and latitude to these entities. As a result, many of these legal entities appear to set up JPAs which comply with the spirit of the law to provide financial benefit to the taxpayers. However, other JPAs may provide a legal means to avoid voter approval of debt decisions and to potentially mask financial accountability. This latter case is of significant concern since it is not in the best interest of taxpayers and does not provide for full transparency*".
- AB 2156, was introduced by Assembly Member K. H. Achadjian, and signed into law on June 4, 2014. California Association of Local Agency Formation Commissions (CALAFCO), letter of May 27, 2014 to Governor Brown concerning "Request to Sign AB 2156, Local Agency Formation Commissions: Studies" states, "*Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, LAFCOs are charged with evaluating the provisions of municipal services and to conduct studies of existing governmental agencies including their service area and service capacities. As many local agencies across the state are providing municipal services through JPAs, having access to the information that outlines service areas and specific services being delivered by these entities is critical to conducting comprehensive studies that support LAFCOs' core mission of encouraging the efficient delivery of local services and evaluating local agency boundaries.*" The local LAFCo staff has knowledge of this legislation but stated that they have no money for studies and no power to take action based on the conclusions of such studies.

## **BENEFITS AND RISKS**

The Grand Jury found that joint powers agreements create "hidden governments" that provide benefits, as well as high risks. Important aspects are:

### **Benefits of JPAs**

- Easy to form
- Flexible
- Efficient
- Cooperate on regional solutions
- Help find grants

### **Risks of Hidden Governments**

- No direct voter control
- Modification or dissolution requires cooperation
- Original purpose could become obscured
- Private interests could control government functions
- No local or regional oversight
- Incurring debt without public knowledge
- Malfeasance (a wrongful or illegal act while in office)
- Misfeasance (the performance of a lawful act in an unlawful manner)
- Nonfeasance (the failure to perform a duty imposed by the law)

### **FINDINGS:**

Government Code §54950 of the Ralph M. Brown Act states: *“Public commissions, boards, councils and other legislative bodies of local government agencies exist to aid in the conduct of the people’s business. The people do not yield their sovereignty to the bodies that serve them. The people insist on remaining informed to retain control over the legislative bodies they have created.”*

In order to retain control over legislative bodies, the Grand Jury suggests that four standards be employed: **transparency, accessibility, accountability and limitations.**

Applying these standards, the following Findings apply to most local Joint Powers Authorities and are applicable to many such authorities across the state:

#### **F1. Transparency**

- Joint Powers Authorities are formed with little or no citizen input and without any formal review process
- Public agencies are not always able to identify joint powers authorities which they have created or joined
- Few JPA agencies have an up-to-date website with contact information, agendas, and other pertinent information
- JPA information is not easily accessed
  - Records can be kept in separate locations
  - There is no local registry of authorities created by agreements
  - Required registration records maintained by state agencies are difficult to research
  - File numbers assigned by State agencies to each registration are not used by JPAs or the public to access information
- Public agency law requirements are not readily accessible, including
  - California Fair Political Practices Commission “Statement of Economic Interests” (Form 700)
  - California Public Records Act

- The intent of the Ralph M. Brown Act regarding transparency and openness is not closely followed
- Audits are not always done or available on a website or an office
- Operating costs are reimbursed by member agencies, not by fees or taxes
- Operating costs are not transparent because only a vote of member agencies is required

#### F2. Accessibility

- Typically, joint powers authorities do not have an office at a known location
- Board meetings are not held routinely, frequently and openly
- Agendas, minutes and other records may not be consolidated in one location

#### F3. Accountability

- Names and contact information for appointed board members are not easily found
- Board members and management staff do not always complete and file Form 700
- Audits are not always sent to member agencies or reviewed by accounting staff
- County officials are not notified of those JPAs required to send an audit
  - If notified, county officials may not review audits for compliance
- Not all joint powers authorities file required paperwork with state agencies
- There is not an established procedure to inform record-keeping agencies of a new JPA

#### F4. Limitations

- Under Marks-Roos, and Government Code §6587, a JPA can sell bonds that can be used for services and/or construction that go beyond the common member agency powers
- A joint powers authority can carry out projects that benefit a private entity with little or no public input or oversight
- Issuing bonds to refinance debt can become a concern
  - Bond debt can outstrip ability to repay
  - Pension shortfalls can be masked by issuing bonds
- In approving the establishment of a joint powers authority, forming agencies do not always understand the authority that is being granted to the new agency
  - Member agencies do not limit the scope of a JPA to their common services
  - Member agencies do not review and renew the scope of the original agreement at agreed intervals
  - The usual agreement has no mechanism for modifying its terms
  - A JPA with no further purpose is not necessarily dissolved

### COMMENTS:

In addition to required responses, the Grand Jury will send this report to the offices of the California Secretary of State and the State Controller, the California Senate Local Government Committee, the County office of the Local Agency Formation Commission, CALAFCO, the California Grand Jury Association and other grand juries that might be interested in this subject. Observations by these agencies are not required, but are welcome.

## RECOMMENDATIONS:

R1. To improve transparency, accessibility, accountability and limitations, the County, through the Board of Supervisors, and each city council, should request local State representatives to promote reform to the "Joint Exercise of Powers Act" (Government Code §6500 et. seq). (Findings 1, 2, 3, and 4)

These requested reforms should include the following:

- A. Local LAFCos should be authorized to evaluate formation of proposed Joint Powers Authorities in a manner similar to the evaluation of proposed Special Districts.
- B. JPAs should be required to have an up-to-date website with contact information, agendas, location of public records, audits and other pertinent information.
- C. Joint powers authorities should have an office at a known location.
- D. Agendas, minutes and other records should be consolidated in one location that is readily accessible by the public.
- E. Member agencies and JPA should post the names and contact information of appointed board members.
- F. There should be a penalty if required audits are not sent to member agencies for review.
- G. LAFCo should inform State record-keeping agencies and appropriate counties that a new JPA has been established.
- H. The Marks-Roos Act, and California Government Code §6587 should be reviewed to determine if the Act provides appropriate public benefit and oversight and if tighter restrictions should be placed on the issuing of bonds.
- I. If bonds are to be sold by a JPA, each member agency should be required to notify its constituents before considering approval of an authorizing ordinance or resolution.
- J. After such action is taken, there should be a mechanism for the public to petition the member agency to reconsider the issuance of bonds.

R2. Through review of relevant agreements and State Government Codes, the County and each incorporated city should identify all joint powers authorities to which each is a party. (Finding 1)

R3. All public agencies should monitor the joint powers authorities in their jurisdiction including:

- A. JPAs should have up-to-date website with contact information, agendas, names for appointed board members and other pertinent information.
- B. Records should be easily accessed at a central location.
- C. Review compliance with public agency law requirements.
- D. Audits should be reviewed and presented to member boards in public meetings.
- E. Member agencies should review at agreed intervals and, if appropriate, change, renew or dissolve the agreement that established the authority.
- F. At the time of the adoption of its annual budget, all public agencies should list relevant information, including purpose on its agenda. (Findings 1, 2 and 3)

- R4. Grand juries do not have the authority to make recommendations to the State legislature. With that understanding, the 2015-2016 Kern County Grand Jury suggests that the State legislature consider amendments to State law. In addition to reviewing the Findings and Recommendations listed above, the Grand Jury suggests consideration of the following:
- A. State Law should direct LAFCos to evaluate the formation of proposed Joint Powers Authorities in a manner similar to the evaluation of proposed Special Districts.
  - B. JPAs should be required to have an up-to-date website with contact information, agendas, location of public records, audits and other pertinent information.
  - C. State Law should direct State agencies to organize their records so that information on joint powers authorities can be easily accessed by the public online.
  - D. There should be a penalty if required paperwork is not submitted to State agencies and audits are not sent to member agencies for review.
  - E. Marks-Roos, and California Government Code §6587 should be reviewed to determine if the law provides sufficient public benefit and oversight or if tighter restrictions should be placed on the issuing of bonds. (Findings 1, 2, 3 and 4)
- R5. Grand juries do not have the authority to make recommendations to State agencies. With that understanding, the 2015-2016 Kern County Grand Jury suggests that State agencies improve their operations as follows:
- A. The Secretary of State and State Controller should organize their records by jurisdiction, so that joint powers authorities can be easily identified and located by staff and interested parties. These records should be searchable online.
  - B. Records should give information on type of authority, services, and other factors. (Finding 1)

## **RESPONSES:**

The following agencies will be given a copy of this report for their response to Recommendations 1, 2, and 3:

County of Kern Board of Supervisors  
City of Arvin  
City of Bakersfield  
City of California City  
City of Delano  
City of Maricopa  
City of McFarland  
City of Ridgecrest  
City of Shafter  
City of Taft  
City of Tehachapi  
City of Wasco

The following agency will be given a copy of this report for its response to Recommendation 3:  
Kern County Superintendent of Schools

- The respondents should post a copy of this report where it will be available for public review.
- Persons wishing to receive an email notification of newly released reports may sign up
- Present and past Kern County Grand Jury Final Reports and Responses can be accessed on the Kern County Grand Jury website: [www.co.kern.ca.us/grandjury](http://www.co.kern.ca.us/grandjury).

**RESPONSE BY ELECTED OFFICIALS REQUIRED WITHIN 60 DAYS,  
OTHERS WITHIN 90 DAYS TO:**

**PRESIDING JUDGE  
KERN COUNTY SUPERIOR COURT  
1415 TRUXTUN AVENUE, SUITE 200  
BAKERSFIELD, CA 93301**

**CC: FOREPERSON  
KERN COUNTY GRAND JURY  
1415 TRUXTUN AVENUE, SUITE 600  
BAKERSFIELD, CA 93301**

**REFERENCES:**

- 2014-2015 Orange County Grand Jury, *Joint Powers Authorities: Issues of Viability, Control, Transparency, and Solvency*
- Cypher, T. & Grinnell, C., 2007, *Governments Working Together: A Citizen's Guide to Joint Powers Agreements*, California State Legislature, Senate Local Government Committee Report
- *Marks-Roos Bond Act Borrowings: Several Cities Misused the Program and Some Financed Risky Projects Which May Result in Investor Losses*, September 1998, California State Auditor Bureau of State Audits
- *LAFCOs and Joint Power Authorities: Defining a Relationship That Makes Sense*, A presentation at the October 2014 CALAFCO Conference, Ken Lee, Moderator.
- *A REVIEW OF THE MARKS-ROOS Local Bond Pooling Act of 1985*, September 1998, California Debt and Investment Advisory Commission
- *Growth Within Bounds: Planning California Governance for the 21st Century*, September 2000, Commission on Local Governance for the 21st Century



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

**SUBJECT:**

Discussion Of Advertisement On The Military Banners Program

**PRESENTED BY:**

Peggy Breeden – Mayor

**SUMMARY:**

A request has been received by the graphics vendor to place advertisement on the military banners they produce for the Military Banner Program.

Council input has been requested regarding this subject.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Discussion of placement of advertisement on Military Banners

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: March 2, 2016

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