



**City Council  
Redevelopment Agency  
Financing Authority**

**AGENDA**

**Wednesday**

**Regular**

**Closed Session 5:30 PM  
Regular Session 6:00 PM**

**July 20, 2011**

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

**(760) 499-5000**

**Ronald H. Carter, Mayor  
Marshall G. Holloway, Mayor Pro Tempore  
Jerry D. Taylor, Vice Mayor  
Steven P. Morgan, Council Member  
Jason Patin, Council Member**

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## **CITY OF RIDGECREST**

### **CITY COUNCIL RIDGECREST REDEVELOPMENT AGENCY FINANCING AUTHORITY**

#### **AGENDA**

Regular Council/Agency Meeting  
Wednesday July 20, 2011

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

100 West California Avenue  
Ridgecrest, CA 93555

**Closed Session – 5:30 p.m.**

**Regular Session – 6:00 p.m.**

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

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

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

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **CLOSED SESSION – 5:30 p.m.**

GC54956.9 (A) Conference With Legal Counsel; Existing Litigation; City Of Ridgecrest V. Benz Sanitation, Inc.

GC54956.9(B) Conference With Legal Counsel, Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

**AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

July 20, 2011

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**PUBLIC COMMENT – Closed Session**

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT**

- Closed Session
- Other

**PRESENTATIONS**

1. Proclamation – Robert Obergfell

**CONSENT CALENDAR**

2. Approve Draft Minutes Of The Ridgecrest City Council/Redevelopment Agency For The Meeting Of July 6, 2011 Ford
3. Approve Draft Minutes Of The Ridgecrest City Council/Redevelopment Agency For The Meeting Of July 11, 2011 Ford

**ORDINANCES**

4. First Reading And Introduction, An Ordinance Of The City Council Of The City Of Ridgecrest Solid Waste Emergency Procedures Lemieux
5. First Reading And Introduction, An Ordinance Of The City Council Of The City Of Ridgecrest Amending And Adding Department Of Transportation Requirements To The Taxi Ordinance Lemieux

**DISCUSSION AND OTHER ACTION ITEMS**

6. A Staff Report Requested By City Council Regarding Costs And Maintenance Of The Medians Ponек
7. Approve A Resolution Granting A Golden Handshake To The Administrative Analyst III Ford
8. Approve A Resolution Adopting An Extension To The Memorandum Of Understanding Between The City Of Ridgecrest And The United Food And Commercial Workers Union (UFCW 8-Golden State) And Authorizing The City Manager To Sign The Extension Agreement Wilson

**AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

July 20, 2011

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9. Approve A Resolution Adopting A Memorandum Of Understanding Between The City Of Ridgecrest And Kern Council Of Governments For The REAP Program And Authorizing The City Manager To Sign The Agreement

Wilson

10. Discussion Of Procedures For Evaluating Proposals Received For The Solid Waste Collection Franchises

Wilson

**COUNCIL COMMITTEES**

**Infrastructure Committee**

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders

Meeting: 2<sup>nd</sup> Wednesday of the month at 5:00 p.m., Council Conference Room

Next Meeting: August 10, 2011

**Quality of Life**

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope

Meetings: 1<sup>st</sup> Thursday of every even month at 12:00 p.m.; Kerr-McGee Center

Next Meeting: August 4, 2011

**City Organization**

Members: Ron Carter, Jerry Taylor, Lois Beres, Carter Pope

Meeting: 3<sup>rd</sup> Tuesday of the month at 5:00 p.m.; Council Conference Room

Next Meeting: August 16, 2011

**Community Development Committee**

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders

Meetings: 1<sup>st</sup> Thursday of the month at 5:00 p.m.; Council Conference Room

Next Meeting: August 4, 2011

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

Members: Ron Carter, Chip Holloway, Ron Strand

Meetings: 2<sup>nd</sup> Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center

Next Meeting: September 12, 2011

**AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**July 20, 2011**

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

Members: Chip Holloway and Jason Patin

Meetings: 1<sup>st</sup> Wednesday of the Month, 8:00 a.m.

Next Meeting: August 3, 2011 and location to be announced

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**PUBLIC COMMENT**

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**



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*A Proclamation of  
The City Of Ridgecrest, California*

**In Honor of Ridgecrest Police Sergeant Robert Obergfell  
Upon The Occasion of His Retirement**

**WHEREAS**, Sergeant Robert Obergfell began his career with the City on July 29, 1990 as a Police Officer for the Ridgecrest Police Department and promoted to Sergeant in 2001, and;

**WHEREAS**, Sergeant Obergfell worked a variety of assignments throughout his career, including Patrol Officer, Detective, Sworn U.S. Federal Marshall, Crime Suppression Unit, Patrol Watch Commander, Traffic Sergeant, Range Master, Emergency Operation Center Support Team, CERT, Explorers, Teen Court Judge, and;

**WHEREAS**, During his career, Sergeant Obergfell was selected as Officer of the Year for the Ridgecrest Police Department in the year 2000 and Supervisor of the Year in 2009. He also earned the treasured California Highway Patrol 10851 award for auto theft recovery two times and was the first Kern County recipient to receive the HIT pin, and;

**WHEREAS**, Sergeant Obergfell received a myriad of commendations throughout his career from the Police Department and other outside law enforcement agencies recognizing his professionalism and dedication, including; U.S. Congress and U.S. Senate for valor, and;

**WHEREAS**, Sergeant Obergfell received multiple letters of appreciation from the public throughout his career thanking him for his professionalism, kindness and excellence in performing his duties, and;

**WHEREAS**, Sergeant Obergfell has continuously maintained an exceptionally high level of professionalism and dedication to duty, and;

**WHEREAS**, Sergeant Obergfell is known for his PSA's on the radio, having a passionate love for Christmas, and singing Christmas Carols in the hallways, and;

**WHEREAS**, Sergeant Obergfell has retired after providing over 20 years of faithful and honorable service to our community.

***Now, therefore, be it proclaimed:***

***The City Council Of The City Of Ridgecrest Does Hereby Recognize And Thank  
Ridgecrest Police Sergeant Robert Obergfell For His Professional And Personal  
Dedication To The City Of Ridgecrest On The Occasion Of His Retirement***

*Proclaimed June 16, 2011*

  
Ronald H. Carter, Mayor

  
Marshall "Chip" Holloway  
Mayor Pro Tem

  
Jerry D. Taylor  
Vice Mayor

  
Steven P. Morgan  
Council Member

  
Jason Patin  
Council Member

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**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

<b>SUBJECT:</b> Minutes of the Regular City Council/Redevelopment Agency Meeting of July 6, 2011
<b>PRESENTED BY:</b> Rachel J. Ford, City Clerk
<b>SUMMARY:</b>  Draft minutes of the Regular Council/Redevelopment Agency Meeting of July 6, 2011
<b>FISCAL IMPACT:</b> None Reviewed by Finance Director:
<b>ACTION REQUESTED:</b> Approve minutes
<b>CITY MANAGER 'S RECOMMENDATION:</b>  Action as requested:

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

Action Date: July 20, 2011

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**MINUTES OF THE REGULAR MEETING OF THE  
RIDGECREST CITY COUNCIL AND  
RIDGECREST REDEVELOPMENT AGENCY**

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

**July 6, 2011  
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**

**PRESENT:** Mayor Ronald H. Carter; Mayor Pro-Tem Marshall 'Chip' Holloway; Vice Mayor Jerry D. Taylor; Council Member Steven P. Morgan  
**ABSENT:** Council Member Jason Patin  
**STAFF:** Kurt Wilson, City Manager; Ricca Charlon, Recording Secretary; Keith Lemieux, City Attorney (via phone) and other personnel

**APPROVAL OF AGENDA**

- **Items 9 & 10 have a change to the Consultant Agreement**

*Motion To Approve Agenda As Amended Was Made By Mayor Pro-Tem Holloway, Second By Council Member Morgan. Motion Carried By Voice Vote Of 4 Ayes, 0 Nays, 0 Abstain, And 1 Absent.*

**PUBLIC COMMENT – Closed Session - None**

**CLOSED SESSION – 5:30 p.m.**

GC54956.8	Redevelopment Agency Real Property Negotiations – Real Property Negotiations Of 105 E. Sydnor Ave. And China Lake Technologies Economic Development Concept. APN 33-070-43. Agency Negotiators Kurt Wilson And James McRea
GC54957	Personnel Matters – Public Employee Performance Evaluation – City Manager
GC54956.9(B)	Conference With Legal Counsel, Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT**

- Closed Session
  - **Item GC54956.8** - 105 E. Sydnor Ave. - No recordable action taken – continued to a future meeting.
  - **Did not get to Item 3** – will resume tonight after regular meeting
- Other
  - **No other report**

**PUBLIC COMMENT**

- **Jim Rachels** – Re: Trash RFP – Why is council thinking we need to be so intimately involved with the trash business? We are not that way with any other utility agency. RFP seems to be unreasonably controlling. Lots of benefits to the City but not the public. Franchise fee 5% per code but RFP is asking for 10% fee. Feels this is a back door taxing of the public. Sept 2 contract expires and RFP is not awarded till Jan 1.... Who is going to be the interim hauler? What is the contingency plan? Is Benz going to be able to bid? Why is franchise fee doubled? What is the City going to do with the bins once the 7 years is up?
- **Barbara Auld** – Thanks everyone who campaigned against redistricting; we won the vote last night at Board of Supervisors. Decision will be on August 2<sup>nd</sup>; stay alert with State and Supervisors till this is final.

**PRESENTATION**

1. **Air Installation Compatible Use Zone (AICUZ) PowerPoint Presentation to Council by Naval Air Weapons Station** **Capt. Dodson**  
- July 12<sup>th</sup> 6:30 p.m. public meeting @ Carriage Inn to answer questions.

**CONSENT CALENDAR**

2. **Approval Of A Resolution Approving The City's Appropriations Limit Of \$17,553,253 For 2011-12 (GANN Limit)** **Staheli**
3. **Approval Of A Resolution Of The Ridgecrest City Council Authorizing The Application For And Acceptance Of The United States Department Of Justice, Byrne Program Grant** **Wheeler**

4. Approval Of A Joint Resolution Of The Ridgecrest City Council And The Ridgecrest Redevelopment Agency Authorizing The City Manager To Sign A Notice Of Completion For The Photovoltaic Solar Energy Field And Authorizing The City Clerk To File The Notice Of Completion With The County Clerk For Recording And Authorizing Release Of Retained Funds In The Amount Of \$94,794.60 To Trane Inc. For The Construction Of The City's Solar Facility After Recordation Of The Notice Of Completion Bradley
5. A Resolution To Approve A Professional Services Agreement With RBF Consulting For Design Engineering Services For The Traffic Signal Project At The Intersection Of China Lake Boulevard And Upjohn Avenue And Authorize The City Manager To Execute This Agreement Speer
6. A Resolution To Approve A Professional Services Agreement With RBF Consulting For Engineering Services For The Design Of Intersection And Drainage Improvements And Traffic Signal Synchronization For China Lake Boulevard And Upjohn Avenue Intersection And Authorize The City Manager To Execute This Agreement Speer
7. Approve A Resolution Of The Ridgecrest City Council Accepting A Proposal To Manage The Solid Waste And Recycling Procurement Between The City Of Ridgecrest And HF&H Consultants, Inc. And Authorizing The City Manager To Sign The Agreement Wilson
8. Approve A Resolution Of The Ridgecrest City Council Adopting A Septic Tank Waste Dumping Fee Speer
9. Approve A Resolution Of The Ridgecrest City Council Adopting An Agreement With The Ridgecrest Area Convention And Visitors Bureau And Authorizing The City Manager To Sign The Agreement Wilson
10. Approve A Resolution Adopting An Agreement With The Ridgecrest Chamber Of Commerce And Authorizing The City Manager To Sign The Agreement Wilson
11. Approval Of A Resolution Of The Ridgecrest City Council Supporting The "Parade Of 1000 Flags" Ford
12. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of May 18, 2011 Ford
13. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of June 1, 2011 Ford

**14. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of June 15, 2011** Ford

**15. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of June 23, 2011** Ford

**ITEMS PULLED FROM CONSENT CALENDAR:**

- #2 – **Dave Mathews** – what does this mean? Ty – done yearly; reporting of certain revenues – mostly taxes – anything above this limit would be returned to tax payers. We are 10K below the limit of returning.
- #9 **Taylor** - what are the changes?  
**Wilson** – on page 3 changes related to insurance. Removed c.1.3 and b.4
- #10 **Taylor** - what are the changes?  
**Wilson** - Deletion of obsolete references which referred to events no longer held.

*Motion To Approve Items 2, 9, & 10 (9 and 10 As Amended) Was Made By Council Member Morgan, Second By Mayor Pro-Tem Holloway. Motion Carried By Voice Vote Of 4 Ayes, 0 Nays, 0 Abstain, And 1 Absent.*

- #8 – **Holloway** – Concerned with increase of fee by 1000% – what is justification?  
**Speer** – all other comparable cities charge by the gallon. The City of R/C charges by the load. We have not had a rate increase in over 15 years.  
**Morgan**- Increase is justifiable but unpalatable – based upon 1.8 mgd to plant – suggests we consider a stair step in increments over 3 years.  
Yr 1 – 6 cents; Yr 2 – 9 cents; Yr 3 – 11 cents.  
**Public**—Dave Mathews- not clear as to whether or not per load or per gallon but should be per gallon in his opinion.

*Motion To Approve Item 8 As Amended with Incremental Increase Was Made By Mayor Pro-Tem Holloway, Second By Council Member Morgan. Motion Carried By Voice Vote Of 4 Ayes, 0 Nays, 0 Abstain, And 1 Absent.*

**DISCUSSION AND OTHER ACTION ITEMS**

**16. Discussion And Approval By Minute Motion Of A Request For Proposals For Consulting Agencies Regarding Branding And Other Downtown City Of Ridgcrest (Old Towne) Projects** McRea

- Wants to move forward with obtaining RFP's for Branding.
- Wants permission to move forward with Sole Source purchase.
- Balsam Business Plan allocating 10K to startup in Aug 2011 with next season hopefully self sustaining.

- Minute motion asked for in regards to items 1, 9, and 10  
Taylor – this is just to jump start process and get plan rolling.

**Morgan** – Proximity is important but why are we paying for space at 139 Balsam or the computer when we have these resources at City Hall?

**Alpers** - We are trying to sustain this long term and trying to develop a nonprofit without the City's involvement.

**Morgan** – wants more information about conversation(s) in regards that the City recommends it reconstruct its fee structure for this event. Why?

**Taylor** – current fee structure is very onerous and is set up for once only events. The concept of weekly events makes the fee schedule very cumbersome. Need to restructure to cater to an event being held more often.

**Morgan** – budget for computers, printers, etc. (\$8797.00) is approximate and seems vague. How do we come back and adjust if necessary?

**Alpers** – admits there are some blanks and it was difficult to put together a plan for a business that does not exist. This program can be done initially from City Hall but eventually needs to move. These amounts are markers for future costs.

**Taylor** – Suggests put in a marker of 'do not exceed' to help with this concern.

**Morgan** – re: participants costs – I assume this is a first year projection and will be modified as necessary? What was discussion like in the group on setting these amounts?

**Alpers** – we were looking at other organizations (specifically Tehachapi) for comparable fees. We plan to use this as a 'lure' to get them here. We need to get established and show a positive cash flow and then vendors will come with a fee imposed.

**Morgan** – as far as food service –what is a catering license clause?

**McRea** – The intent was to provide a clause for use of a certified kitchen so not to use kitchen in a home. Set in place to appease the Health Dept.

**Alpers** – Idea is food will bring foot traffic.

## PUBLIC COMMENT

**Howard Auld** – Confused, are we talking about item 16 or 17?

**Taylor** – both overlap and confusion is understood.

**Auld** – re: branding – why so much emphasis? Branding should say something complementary and we are not that right now - look at downs tumble weeds, empty buildings, etc. We are a national defense support city and that is the type of brand we should be looking at in his opinion.

**Jim Davis** – will there be a committee to approve who can come in?

Who is going to handle health service policing to keep vendors in line?

## COUNSEL COMMENT

**Holloway** – Thanks committee and glad to see this coming to fruition.

**Carter** – Thanks everyone involved. Excited about details received tonight. Thinks this is going to be a great thing for City.

*Motion To Approve Item 16 Was Made By Mayor Pro-Tem Holloway, Second By Council Member Taylor. Motion Carried By Voice Vote Of 4 Ayes, 0 Nays, 0 Abstain, And 1 Absent.*

**17. Discussion Of Downtown Wednesday Market Event**

**Taylor**

**Taylor** – This event is much more than a farmers market. We are trying to revitalize the downtown.

**Morgan** – (talking to Alpers) Need to address the Council early when he sees an issue when it comes to the monies requested and funds running low.

**PUBLIC COMMENT**

**Dave Mathews** – is BWM replacing or in addition to the Friday market on triangle?

**Taylor** – in addition to.

**PUBLIC HEARINGS**

**18. Public Hearing For Council To Receive Comments On The Fiscal Impact Of A Golden Handshake**

**Wilson**

**PUBLIC COMMENT**

**Dave Mathews** –Previous golden handshakes did not seem to have a public hearing so why is this one?

**Wilson** – State guidelines have not changed and prior Golden Handshakes were prior to him and he cannot comment on what happened then.

**PUBLIC COMMENT –**

**Howard Auld** - Re: Jim Rachels earlier comments – reading the newspaper and the 140K outlay of this RFP - we would probably spend 200k to recover 140k. This doesn't add up, what contractor would do this and go instantly into debt? Benz contract ends as of Sept 2011 and this RFP start date is Jan 2012. What are we going to do for the interim? The 10K/day penalty is very worrisome.

**Lemieux** – there will be an item on the next regularly scheduled Council meeting that will address these issues. There will be an interim provider that will cover this time frame.

**COUNCIL COMMITTEES**

**Infrastructure Committee**

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders

Meeting: 2<sup>nd</sup> Wednesday of the month at 5:00 p.m., Council Conference Room

Next Meeting: July 13, 2011

Topics: flood control channel – Wal-Mart; right away issues on R/C Blvd.

**Quality of Life**

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope  
Meetings: 1<sup>st</sup> Thursday of every even month at 12:00 p.m.; Kerr-McGee Center  
Next Meeting: July 20, 2011 –Special Meeting  
Topics: HDL consulting; committee members ask for a copy of the report prior to the meeting.

**City Organization**

Members: Ron Carter, Jerry Taylor, Lois Beres, Carter Pope  
Meeting: 3<sup>rd</sup> Tuesday of the month at 5:00 p.m.; Council Conference Room  
Next Meeting: July 19, 2011  
Topics: have not met

**Community Development Committee**

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders  
Meetings: 1<sup>st</sup> Thursday of the month at 5:00 p.m.; Council Conference Room  
Next Meeting: July 7, 2011 (Cancelled)  
Next Meeting is scheduled for August 4, 2011  
Topics: for 8/4 meeting – discussion items and or guidelines re: contractors and permitting within the City.

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

Members: Ron Carter, Chip Holloway, Ron Strand  
Meetings: 2<sup>nd</sup> Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center  
Next Meeting: July 11, 2011  
Topics: dark during summer

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

Members: Chip Holloway and Jason Patin  
Meetings: 1<sup>st</sup> Wednesday of the Month, 8:00 a.m.  
Next Meeting: August 3, 2011 @ Spring Hill Suites

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

Holloway – conference call Tuesday morning with the Executive Board of the League of CA Cities – Board is getting everything in line to file the lawsuit in regards to the RDA. They have put together an exploratory group of lawyers to look into if we should be suing under AB89 also.

### CITY MANAGER REPORT

1. Staff has confirmed report available for Chip @ QOL meeting as mentioned earlier.
2. Bit of uncertainty about RDA and we are in contact with our redevelopment counsel and we are staying within our boundaries and working within them. We are going to be coming back to City Council with a set of recommendations once we get analysis from legal counsel.
3. Regularly scheduled study session/workshop will be the second Monday due to fourth of July Holiday.
4. Regarding RFP- reminder there were two documents that went out - draft franchise agreement and the RFP. The franchise agreement is just a DRAFT and not approved by council. Ultimately once 'hired' then agreement can be modified and remember this is a draft and are not final numbers.

### MAYOR AND COUNCIL COMMENTS

**Taylor** – re: input for trash RFP what is schedule?

**Wilson** - This will be part of the negotiation process. As we go through these steps council will have time to negotiate/request these items.

**Taylor** – when can public comment?

**Wilson** – City continues to accept responses. It will ultimately come back to Council.

**Taylor** – Public will see banners this weekend and sorry for his delay. Asking City staff for prop 84 proposal to review. Are you reviewing at QOL? If so don't need.

**Holloway** – Thanks RACVB and Chamber members for their positive outlook and commitment to the process(es). It is good to hear a positive word. Would like to thank acting Chief Wheeler for his help with the median clean up by several active members of our community. Median clean up from Drummond to China Lake on Downs St. is Saturday July 9<sup>th</sup> 6am and streets will be closed.

**Carter** – Great family experience on the Fourth of July. Would like to thank Mr. Morgan for our fireworks show and the hard work of the Lion's club.

**Morgan** – Would like to thank City Mgr for his work regarding the trash issues. Public please be patient as we are working through the process. Certain individuals in the community are asking questions via email and not accepting the answers, thus making the discussion impossible and he will no longer answer those persons emails. Re: Fourth of July..some get recognized and some do not. 4<sup>th</sup> of July could not happen without the team effort within the Lions club. Thank you so much to them! To the members of the community.. Once again we have raised almost the exact amount needed for show. This City is one of the most patriotic he has ever known. All are special!

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**July 6, 2011**

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**Taylor** – add agenda item ‘Maintenance of Medians’ why is this just due to lack of part time staff?

Reconvene to closed session at 8:03pm

- No reportable action from closed session

ADJOURNMENT – 8:56p.m.

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Ricca Charlon, Deputy City Clerk

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**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

<b>SUBJECT:</b> Minutes of the Regular City Council/Redevelopment Agency Meeting of July 11, 2011
<b>PRESENTED BY:</b> Rachel J. Ford, City Clerk
<b>SUMMARY:</b>  Draft minutes of the Regular Council/Redevelopment Agency Meeting of July 11, 2011
<b>FISCAL IMPACT:</b> None Reviewed by Finance Director:
<b>ACTION REQUESTED:</b> Approve minutes
<b>CITY MANAGER 'S RECOMMENDATION:</b>  Action as requested:

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

Action Date: July 20, 2011

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**MINUTES OF THE REGULAR MEETING OF THE  
RIDGECREST CITY COUNCIL AND  
RIDGECREST REDEVELOPMENT AGENCY**

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

**July 11, 2011  
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**

**PRESENT:** Mayor Ronald H. Carter; Vice Mayor Jerry D. Taylor; Council Member Steven P. Morgan; and Council Member Jason Patin

**ABSENT:** Mayor Pro-Tem Marshall 'Chip' Holloway

**STAFF:** Kurt Wilson City Manager; Rachel J. Ford, City Clerk; Keith Lemieux, City Attorney and other personnel

**APPROVAL OF AGENDA**

*Motion To Approve Agenda Made By Council Member Morgan, Second By Council Member Patin. Motion Carried By Voice Vote Of 4 Ayes, 0 Nays, 0 Abstain, 1 Absent (Council Member Holloway).*

**SPECIAL SESSION – 5:30 p.m.**

- Pledge Of Allegiance
- Invocation

**WORKSHOP DISCUSSION – 5:40 p.m.**

**1. Workshop Discussion Of Red Oak Wastewater Proposal**

*DISCUSSION – ITEM 1 – 5:40 p.m.*

- Dennis Speer – gave staff report.
- Mark Hildebrand – PowerPoint presentation from Red Oak Consulting, sub-consultants to Provost and Pritchard who are consultants for the new

wastewater treatment plant. PowerPoint reviewed financial planning, current rates, reserve levels, and projected capital spending scenarios. *(copy on file in the clerk's office)*

- Jerry Taylor – asked where the construction estimate came from
  - Mark Hildebrand – based on replacement cost of all pipelines over a number of years at today's costs.
- Steve Morgan – did you get the \$40 million estimate from the previous study discussions? You mentioned to get the financing we have to have the rate structure but until we know what we are going to build we can't get the rate structure. Appreciate you working with the consultant to get the numbers together but want everyone to be clear this is based on a \$40 million dollar upgrade that may or may not occur.
  - Mark Hildebrand – this is just a scenario of what could be the plan if the previous proposal is actually constructed.
- Steve Morgan – rates have not been upgraded because we did not have a plant to build but reality is that rates will go up. Confused as to the higher costs.
  - Mark Hildebrand – in the second scenario which is a delayed build the rates are lower than if you build immediately. Overall rates will have to go up to the same amount regardless of the increased reserve but could save some money by deferring construction but there are engineering risks in deferring.
- Jason Patin – surprised that we have not increased rates in 17 years, even knowing that we were going to have to construct a new facility. If we had started years ago and compounded it would not have been so painful to citizens.
- Steve Morgan – discussion was held and council wanted to cut the fee about 10 years ago because we did have the reserves at that time. Now are planning for the future.
- Jason Patin – had we done this then would not have to borrow as much now to build the new facility. Not comfortable with a 200% increase to the rates.
- Jerry Taylor – see both sides of the argument. Look to staff for us to work thru the engineering with regards to the collection system. Concerned about \$1 million per year probably won't be enough to maintain a 60 year old infrastructure. Very possible those costs will be higher and will result in increase fees to cover those costs. Good information but when actually looking at rate development will need engineering analysis and understanding of replacement rates. Will need to have the equivalent of a 218 hears. Lancaster facility being built, do you know what their rate was before?
- Mark Hildebrand – they have 2 rates because they have a collection system and a treatment system. The rate is new and intended to help finance the new plant.
- Jerry Taylor – looks forward to identifying the costs and starting the process for adjusting the rates. Is this a prop 218 process?

- Kurt Wilson – yes
- Mark Hildebrand – can set a market but not beyond 5 years for rates then have to revisit. Can do 3 years or 5 years tied to the market but can't go beyond without hearings.
- Jerry Taylor – gave scenario of rates structure.
- Mark Hildebrand – advisor to city, absent solid number on plant and what it will cost, many cities could not get rates in place because waiting for plans to come thru. Can look at reserves to establish a healthy level.
- Jerry Taylor – cost of money if we raise the rate to build reserve, can't invest. Look to staff to understand the financial advantages to us to raise the rates now and build reserves then not have to borrow as much later. If economy overheats and interest rates go up then we could be borrowing at a higher rate. Is it reasonable to start raising rates now to lower debt service costs later?
- Jason Patin – agree with Jerry Taylor.
- Jerry Taylor – this is a fund that can be borrowed but has to be paid back.

*PUBLIC COMMENT – ITEM 1 – 6:05pm*

- Dave Matthews – first, the reserve fund being discussed is the wastewater fund which we keep borrowing money from. Was mentioned that it has been about \$11 million and will decrease by \$5 million this year and want to know why. Secondly, commercial rates have been based on water usage from previous year. Is that a useful calculation in the future with the water district encouraging water conservation?
  - Jerry Taylor – not based on 100% of usage but based on a percentage of what does go into the sewer system.
  - Mark Hildebrand – regarding conservation, there are 2 separate meters indoor/outdoor and commercial will be charged by what goes into the sewer system. Rates should go hand-in-hand with usage.
  - Dennis Speer – this is overview of rate study, entire financial plan will be coming back to council at a later date with multiple categories and variable rates based on type of businesses.
  - Jerry Taylor – cannot raise the rate if we don't understand how it is set. We cannot negotiate relative to the new plant specifics such as leasing the land. Need to understand the rates when negotiating with the base.
  - Dennis Speer – need to have a real property interest to attract funding sources and current agreement with the Navy for treatment we cannot approach them with rates until we take care of our own accounts.
  - Dennis Speer – capital spending of the wastewater fund covers the consultant contract, the GIS mapping system, and improvements to the collection system.

- Skip Gorman – first discussion about a month ago was interesting. Raising rates judiciously with an eye on the future. We daydreamed about building a new plant many years ago. Was surprised that commercial fee is computed with an eye on water usage, sounds like a good idea. Should be a universal structure with residential. Would support that type of rate structure. Glad to hear these discussions, let's make this happen during our lifetime.
- Howard Auld – been a staunch defender of enterprise fund. Understanding thru the years that the enterprise fund has been increasing and rates not raised because it was taking care of itself. Surprised to hear now that the fund is a break even situation and not paying for its-self. How much is in the reserve. At one point it was \$20 million. Second question is how does the Navy fit into this arrangement, could be sharing of expenses.
  - Dennis Speer – it is an enterprise account with approximately \$10 million in reserve, only have \$6 million available to go toward the collection system and have to keep a reserve of \$4 million. Estimated new plant would cost between \$40-\$46 in today's money. With respect to how Navy fits in, we treat the base facilities water. We have permission to operate the facility on the base and treat about 30% of the base water. Amount they pay for the agreement is about 18%.
- Manuel Farmer – on the chart showing single family dwelling higher than multi-family.
  - Dennis Speer – that is per unit costs.
- Howard Auld – understand current relationship with the Navy, just wondered if Navy could share some expense for the construction since it is their plant also.

#### COUNCIL DISCUSSION – ITEM 1

- Jason Patin – if Navy owns the plant, would new agreement protect us if we build a new plant on their property?
  - Kurt Wilson – yes.
  - Jerry Taylor – need to get the rates set early in order to begin negotiations with the Navy because will be a long process.
- Jason Patin – we had a rate increase on septic dumping into the system, how is that factored into these figures?
  - Steve Morgan – revenue over a 3 year period is fairly small. Not based on property value.
- Ron Carter – appreciate the discussion, thank you for being here.
  - Jerry Scherer – consultant with Provost and Pritchard, just here to get feedback from council.

## **2. Workshop Discussion And Staff Presentation Of Committee Structure**

### COUNCIL DISCUSSION – ITEM 2 – 6:30pm

- Kurt Wilson – gave PowerPoint presentation regarding current committee structure and alternative suggestions. (*copy on file in the clerk's office*) Identified negative impacts in the current structure and challenges resulting from having council and planning commissioners as committee members, staffing shortages, conflicting directives, etc. Recommended a modified committee structure which removes council members and planning commissioners from the committees and each member appoint a member of the public to represent them on committees. Also would consolidate some boards with others such as the construction appeals board could also be part of the planning commission.
- Jerry Taylor – advantage to current system is the experience gained for planning commissioners and council. Previously questioned the need for committees, but this is an opportunity for council to interact with members of the public and discuss issues. Have no problem with changing things slightly, could come to full council but would want it at a regular meeting. Is a need for some committees to go away and am sensitive to staff time. Perhaps noon meetings for staff but then have less public participation.
- Ron Carter – have shifted gears over the past year and a half. Originally did not want to change anything but looking at a commitment council made was to not meet unless there is an actual item to be discussed. Number one concern is staff shortages. Having staff members spending 2 days to do committees when they should be doing their jobs. Ready to move in the direction to appoint citizens on the committees which will put community leaders into constructive positions.
- Jason Patin – staff time is a big concern and some of these could be eliminated or consolidated. Interested in knowing what public has to say on a larger scale, what it would mean to them to remove council members from the committees. A committee with no elected officials making decisions of what will come to council. How will the process happen? Is this what the citizens really want or do they want the council on these committees. Do agree it needs changed but not sure what that change will be. Counting on public input, how does public think they will have the greatest voice. If they want to be committee members then great, let's move forward.
- Steve Morgan – when city had the committees listed in the ordinance, we wanted to create a different way of doing the work. Council committees are set up to provide a working relationship between the elected officials, staff, and public to do the groundwork in a non-threatening environment. Technical expertise, staff, council, public working together to lay the groundwork. Minutes available to everybody in the public so anyone who did not attend and has a comment or concern they can get copies and see what was done. Very inclusive process which allows the formal work to be done at council meetings. If we eliminate

committees and laying groundwork here and items are sent back to committee and each time a different member of the public brings up ideas and items are sent back to committee again. Committees should not be making their own scope of work. Some council doesn't like that we allow staff and city manager to bring their own items to council without it going thru committee but this is an administered process. Committee members are allowed the same training as Council Members. Gave scenario of acronyms and how discussions and knowledge gained thru training is used. If members of general public are on committees they need to be educated and staff would have to do the educating. Each time a new member is appointed then training begins again. Elected are stuck but only because we want to be here. It would behoove us to redefine the function and work to be done in committees. System is cumbersome because if one committee discusses a topic then must come before council who vote to send to another committee to speak on that topic but can't be the same discussion, only their individual function. If we eliminate committees will have to meet every Wednesday to lay groundwork and then have longer council meetings. Not sure if that would help staff and be prepared to be here until 2am to get the work done. Agree to redefine the committees and may need to change the rules to the committee process. I like the committee process because it gives the opportunity to sit with the public eye to eye or hold a dinner meeting/townhall to talk with public about issues. If staff will allow me to buy dinner then willing to do that. Would like to see the definitions and if we need to combine functions. Community development committee is the economic development and planning and zoning committee from the past. That is all they should be talking about and only when there is something to discuss. If there isn't something to talk about then they don't meet. Current committees have been consolidated once, could do so again. Willing to look at reorganization but not committed to eliminating committees.

- Ron Carter – agree with all the comments, this is difficult to work with and have tried different things. Last reorganization created quality of life committee which encompasses everything in the committee and don't want to lose some of this. Maybe it's time to take a Saturday and reorganize and find a way that we can stay focused. Interested in restructuring down to 3 or 4 committees.
- Jason Patin – like what is being said, if going to keep then need to keep the big 4 and move those that rarely meet could be moved into other committees. Not opposed to eliminating but everyone would need to be prepared for longer and more council meetings and don't want public to feel that they have lost the communication.
- Jerry Taylor – appointed my planning commissioner to the other committees.

*PUBLIC COMMENT – ITEM 2 – 7:00 p.m.*

- Barbara Auld – have spoken to all of you and attend committee meetings. Would hate to see these committees disbanded because it is important for the public to participate. If you want to tighten or focus the structure that's fine, but each council candidate should attend committees and council meetings before they try to become a council member. Great for the public and community involvement.

- Jason Patin – do you think if council is removed would there be value or would it be better as a citizen committee.
- Barbara Auld – didn't think there was a problem with the brown act but if so then more inclined to limit it to one planning or one council member.
- Dave Matthews – total elimination is out of the question. Thanked Steve Morgan for the synopsis of the committees. Often wondered why only planning and council on the committees but training makes it understandable. Don't think council and planning should be eliminated completely because they have a better feel of what is going on in the council and can maintain direction and throw out what doesn't belong in the meeting. At one time there were volunteers on some of these committees. Speaking for a couple of the planning commissioners, there are not in favor of total elimination because it eliminates the workshop environment which is productive. Been to a number of committee meetings and the one that has the largest participation is quality of life committee when looking at community events. Modification maybe but elimination is a no.
- Howard Auld – Ray Thurm attended all the meetings, now beginning to feel like Ray. Agree with Steve and Dave. Elimination of committees is not acceptable, committees study matters thoroughly and came up with solutions that had not been thought of before then make recommendations to council. Gave scenarios from past committees. Many issues taken up ahead of time and resolving problems before it came to council. Saves council a lot of trouble on emotional issues. Agree with keeping the committee system.
- Ron Carter – would like to get the committees down to 2 or 3 and would like staff input to city manager. Looks like we are headed to reorganize and define and reduce the number of committees. Appreciate Steve's comments.
- Jerry Carter – recommend city organization going away. Quality of life and economic development are opposites. Infrastructure is open to ideas.
- Ron Carter – infrastructure/City Org and then Community Development/Quality of Life combined.
- Jerry Taylor – personnel and others are less used so could be assigned to planning commission.
- Ron Carter – of the 4 committees there are 2 that don't always meet. Do we need the RACVB report on the agenda?
- Jason Patin – would want Chip to comment but doesn't bother me.
- Jerry Taylor – report could be sent as email and occasionally give a report like an annual report.
- Jason Patin – like to hear from staff.
- Ron Carter – noon time meetings still get the same number of people attending and are successful. Still in discussion stage but good progress.
- Kurt Wilson – what format would you like this to return?
- Ron Carter – last time was a Saturday morning session which seemed more relaxed and had good attendance. Informal Saturday would be helpful.
- Jerry Taylor – would ask that we have an opportunity at full council meeting to solicit input before the Saturday meeting. Looking at the idea that a regular meeting may generate different public comment.

## **PUBLIC COMMENT - GENERAL**

- Barbara Auld – thanked all the people who cleaned up the medians on Downs street and also the rotary sign is beautiful.
- Dave Matthews – special quality of life committee meeting and understand they will discuss the parks consultant who is looking at refurbishing the parks. My understanding was the consultant was to hold public information gathering, and if this quality of life is it then it is insufficient. There are people who want to comment on the item that will not be available for a noon meeting.
- Howard Auld – comments made about staff, Barbara and I are still working hard to find ways to get money. City has to get the money to have sufficient staff to not have furloughs and be closed on Friday's. hopefully will be having a meeting with Kevin McCarthy.

## **CLOSED SESSION**

GC54957                      Personnel Matters – Public Employee Performance  
Evaluation – City Manager

## **REPORT OUT OF CLOSED SESSION**

- No reportable action taken.

## **ADJOURNMENT at 8:30 pm**

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Rachel J. Ford, CMC, City Clerk



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

**SUBJECT:**

Introduction And First Reading Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Interim Franchises

**PRESENTED BY:**

Keith Lemieux

**SUMMARY:**

Sections 3-5.104 and 3-5.105 of the Ridgecrest Municipal Code require that certain franchises may only be granted pursuant to a specified procedure. This procedure requires preparation of certain reports, noticed public hearings, and approval of the franchise by ordinance.

This ordinance amends the Municipal Code to provide an alternative procedure to issue interim franchises where necessary to preserve public health and safety.

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve the following two motions:

1. *Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Interim Franchises*
2. *Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Interim Franchises*

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested: Approve two motions waiving reading in full and introducing by title only an ordinance establishing an alternative procedure for issuance of interim franchises

Submitted by: Keith Lemieux  
(Rev. 6/12/09)

Action Date: July 20, 2011

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST  
AMENDING THE RIDGECREST MUNICIPAL CODE  
AS IT RELATES TO INTERIM FRANCHISES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST  
as follows:**

**1. Purpose.**

Sections 3-5.104 and 3-5.105 of the Ridgecrest Municipal Code require that certain franchises may only be granted pursuant to a specified procedure. This procedure requires preparation of certain reports, noticed public hearings, and approval of the franchise by ordinance.

The following ordinance amends the Municipal Code to provide an alternative procedure to issue interim franchises where necessary to preserve public health and safety.

**2. Amendment.**

Section 3-5.113 is added to the Ridgecrest Municipal Code to read as follows:

**"Section 3-5.113: Interim Franchise.**

(a) Notwithstanding Municipal Code Sections 3-5.104 and 3-5.105, the city council may award an interim franchise by resolution to prevent disruption of service to the public upon the conditions set forth in this section. The city council shall not be required to hold a hearing pursuant to Section 3-5.105 prior to issuing an interim franchise under this section.

(b) Before it can award an interim franchise, the city council must find the award is necessary to prevent the interruption of public services such that the award is necessary to protect the public health, safety, and welfare of the City.

(c) An interim franchise shall include conditions necessary to protect the public health, safety and welfare, including at least the following:

(1) The interim franchise service may be on the same terms and conditions of the preceding franchise.

(2) The maximum term of the interim franchise shall be one hundred and twenty (120) days.

(3) The interim franchisee shall be permitted to propose to provide permanent franchise services, but shall not be given a more favorable evaluation merely because interim franchise services have been provided.

(4) The franchise shall not confer any privilege or exemption except as specifically prescribed in this article."

**3. Other.**

Except as otherwise provided, the Ridgecrest Municipal Code is reaffirmed and readopted.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of said City Council held on \_\_\_\_\_, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ronald H. Carter, Mayor

ATTEST:

\_\_\_\_\_  
Rachel J. Ford, City Clerk

(Seal)



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

**SUBJECT:**

Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises

**PRESENTED BY:**

Keith Lemieux – City Attorney

**SUMMARY:**

Section 3-5.407 of the Ridgecrest Municipal Code imposes certain restrictions on taxicab drivers employed by a taxi franchise that operates within the City of Ridgecrest.

Government Code section 53075.5 requires that City expands these restrictions by establishing a policy regarding the conditions for entry into the business of taxicab transportation service, the establishment or registration of rates, and a mandatory controlled substance and alcohol testing certification program.

This ordinance amends Section 3-5.407 of the Ridgecrest Municipal code to maintain City's compliance with the Department of Transportation and Federal Government Code. City adopted a federally approved Controlled Substance and Alcohol Testing policy on July 5, 2006.

Recommended Motions – 2 motions

1. *Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises*

Requires A Second

2. *Motion To Introduce By Title Only And Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises*

Requires A Second

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve the following two motions:

1. *Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises*

Requires A Second

*2. Motion To Introduce By Title Only And Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises*

*Requires A Second*

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve two motions waiving reading in full and introducing by title only an ordinance amending the Ridgecrest Municipal Code as it relates to policies for taxi franchises.

Submitted by: Keith Lemieux

Action Date: July 20, 2011

(Rev. 6/12/09)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST  
AMENDING THE RIDGECREST MUNICIPAL CODE  
AS IT RELATES TO POLICIES FOR TAXI FRANCHISES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST  
as follows:**

**1. Purpose.**

Section 3-5.407 of the Ridgcrest Municipal Code imposes certain restrictions on taxicab drivers employed by a taxi franchise that operates within the City of Ridgcrest. Government Code section 53075.5 requires that City expands these restrictions by establishing a policy regarding the conditions for entry into the business of taxicab transportation service, the establishment or registration of rates, and a mandatory controlled substance and alcohol testing certification program.

The following ordinance amends the Municipal Code by requiring each taxicab driver to comply with City's policy.

**2. Amendment.**

Section 3-5.407 of the Ridgcrest Municipal Code is hereby amended to read as follows:

**"3-5.407 - Taxicab Drivers.**

**(a)** The franchisee shall not engage any person to operate or drive a vehicle to be used for taxi service unless the driver is duly licensed and qualified to carry passengers. A driver who has been convicted of a crime involving moral turpitude, including but not limited to, using, possessing, selling or transporting any controlled substance or dangerous drug, or who has been convicted of driving under the influence of alcohol or drugs within three (3) years of the application, or who has been convicted of reckless driving within two (2) years of the application, shall be presumed not qualified to operate a taxi within the City.

**(b)** Prior to commencement of service, each driver engaged by the franchisee to drive a vehicle to be used for taxi service shall obtain a certificate from the Chief of Police that the driver has complied with this section. The certificate shall also be obtained each time the franchisee proposes to substitute or add a new driver to provide taxi service.

**(c)** The Chief shall prepare forms to be used to apply for a driver's certificate. The application form shall provide such information as the Chief

deems necessary to determine that the driver satisfies the requirements of this Division.

(d) If, after review of the application and the applicant's driver's record, the Chief determines that application and the driver comply with the requirements of this Division, the Chief shall issue a certificate to the driver.

(e) Each driver's certificate shall be reviewed at least annually, after any accident, and more frequently as necessary to assure compliance with this Division.

(f) Each driver shall comply with City's policy regarding the conditions for entry into the business of taxicab transportation service, the establishment or registration of rates, and mandatory controlled substance and alcohol testing certification program.

**3. Other.**

Except as otherwise provided, the Ridgecrest Municipal Code is reaffirmed and readopted.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of said City Council held on \_\_\_\_\_, 2011, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Ronald H. Carter, Mayor

ATTEST:

\_\_\_\_\_  
Rachel J. Ford, City Clerk

(Seal)

ATTACHMENT A

**DRUG AND ALCOHOL TESTING POLICY  
CITY OF RIDGECREST**

**A. PURPOSE**

1) The CITY OF RIDGECREST provides public transit and paratransit services for the residents of RIDGECREST, INYOKERN, and JOHANSBURG/RANDBURG AND SURROUNDING COUNTY AREAS pursuant to contract with County. This policy will ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment. This policy establishes 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.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees when performing safety sensitive duties. 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 person 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 that 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.

**C. DEFINITIONS**

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

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

62  
63 Adulterated specimen: A specimen that contains a substance that is not  
64 expected to be present in human urine, or contains a substance expected to be  
65 present but is at a concentration so high that it is not consistent with human  
66 urine.

67  
68 Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low  
69 molecular weight alcohols contained in any beverage, mixture, mouthwash,  
70 candy, food, preparation or medication.

71  
72 Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of  
73 breath as measured by an evidential breath testing device.

74  
75 Canceled Test: A drug test that has been declared invalid by a Medical Review  
76 Officer. A canceled test is neither positive nor negative.

77  
78 Covered Employee: An employee who performs a safety-sensitive function  
79 including an applicant or transferee who is being considered for hire into a safety-  
80 sensitive function (See Attachment A for a list of Covered Employees).

81  
82 Designated Employer Representative (DER): An employee authorized by the  
83 employer to take immediate action to remove employees from safety-sensitive  
84 duties and to make required decisions in testing. The DER also receives test  
85 results and other communications for the employer, consistent with the  
86 requirements of 49 CFR Parts 40 and 655.

88 Department of Transportation (DOT): Department of the federal government  
89 which includes the, Federal Transit Administration, Federal Railroad  
90 Administration, Federal Highway Administration, Federal Motor Carriers' Safety  
91 Administration, Research and Special Programs, and the Office of the Secretary  
92 of Transportation.

93

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

96

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

105

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

110

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

117

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

120

121 Negative test result: The verified presence of the identified drug or its metabolite  
122 below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol  
123 concentration of less than 0.02 BAC is a negative test result.

124

125 Non-negative test result: A test result found to be adulterated, substitute, invalid,  
126 or positive for drug/drug metabolites.

127

128 Performing (a safety-sensitive function): A Covered Employee is considered to  
129 be performing a safety-sensitive function and includes any period in which he or  
130 she is actually performing, ready to perform, or immediately available to perform  
131 such functions.

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Positive test result: A verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

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

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

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).
- (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.

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, 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) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A 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 provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations

- 176 (4) In the case of a directly observed or monitored collection in a drug  
177 test, fails to permit the observation or monitoring of your provision  
178 of a specimen  
179 (5) Fails to provide a sufficient amount of urine or breath when  
180 directed, and it has been determined, through a required medical  
181 evaluation, that there was no adequate medical explanation for the  
182 failure  
183 (6) Fails or declines to take a second test the employer or collector has  
184 directed you to take  
185 (7) Fails to undergo a medical examination or evaluation, as directed  
186 by the MRO as part of the verification process, or as directed by the  
187 DER as part of the "shy bladder" or "shy lung" procedures  
188 (8) Fails to cooperate with any part of the testing process (e.g., refuse  
189 to empty pockets when so directed by the collector, behave in a  
190 confrontational way that disrupts the collection process)  
191 (9) If the MRO reports that there is verified adulterated or substituted  
192 test result  
193 (10) Failure or refusal to sign Step 2 of the alcohol testing form  
194

195 Verified negative test: A drug test result reviewed by a medical review officer and  
196 determined to have no evidence of prohibited drug use above the minimum cutoff  
197 levels established by the Department of Health and Human Services (HHS).  
198

199 Verified positive test: A drug test result reviewed by a medical review officer and  
200 determined to have evidence of prohibited drug use above the minimum cutoff  
201 levels specified in 49 CFR Part 40 as revised.  
202

203 Validity testing: The evaluation of the specimen to determine if it is consistent  
204 with normal human urine. The purpose of validity testing is to determine whether  
205 certain adulterants or foreign substances were added to the urine, if the urine  
206 was diluted, or if the specimen was substituted.  
207  
208  
209  
210

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

- 212  
213 1) Every Covered Employee will receive a copy of this policy and will have  
214 ready access to the corresponding federal regulations including 49 CFR  
215 Parts 655 and 40, as amended. In addition, all Covered Employees will  
216 undergo a minimum of 60 minutes of training on the signs and symptoms  
217 of drug use including the effects and consequences of drug use on  
218 personal health, safety, and the work environment. The training also

219 includes manifestations and behavioral cues that may indicate prohibited  
220 drug use.

221

222 2) All supervisory personnel or company officials who are in a position to  
223 determine employee fitness for duty will receive 60 minutes of reasonable  
224 suspicion training on the physical, behavioral, and performance indicators  
225 of probable drug use and 60 minutes of additional reasonable suspicion  
226 training on the physical, behavioral, speech, and performance indicators of  
227 probable alcohol misuse. Under the CITY OF RIDGECREST'S own  
228 authority, supervisory personnel will also be trained on how to intervene  
229 constructively and how to effectively integrate an employee back into  
230 his/her work group following intervention and/or treatment.

231

232

233

## 234 **E. PROHIBITED SUBSTANCES**

235

236 1) Prohibited substances addressed by this policy include the following.

237

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

253

254 Federal Transit Administration drug testing regulations (49 CFR  
255 Part 655) require that all Covered Employees be tested for  
256 marijuana, cocaine, amphetamines, opiates, and phencyclidine as  
257 described in Section H of this policy. Illegal use of these five  
258 drugs is prohibited at all times and thus, Covered Employees may  
259 be tested for these drugs anytime that they are on duty.

260

261 a. Legal Drugs: The appropriate use of legally prescribed drugs and  
262 non-prescription medications is not prohibited. However, the use of

263 any substance which carries a warning label that indicates that  
264 mental functioning, motor skills, or judgment may be adversely  
265 affected must be reported to a CITY OF RIDGECREST supervisor  
266 and the employee is required to provide a written release from  
267 his/her doctor or pharmacist indicating that the employee can  
268 perform his/her safety-sensitive functions.

- 269
- 270 b. Alcohol: The use of beverages containing alcohol (including any  
271 mouthwash, medication, food, candy) or any other substances  
272 such that alcohol is present in the body while performing safety-  
273 sensitive job functions is prohibited. An alcohol test can be  
274 performed on a Covered Employee under 49 CFR Part 655 just  
275 before, during, or just after the performance of safety-sensitive job  
276 functions. Under CITY OF RIDGECREST authority, an alcohol test  
277 can be performed any time a Covered Employee is on duty.

278

279

280 **F. PROHIBITED CONDUCT**

- 281
- 282 1) All Covered Employees are prohibited from reporting for duty or  
283 remaining on duty any time there is a quantifiable presence of a prohibited  
284 drug in the body above the minimum thresholds defined in 49 CFR PART  
285 40, as amended.
- 286
- 287 2) Each Covered Employee is prohibited from consuming alcohol while  
288 performing safety-sensitive job functions or while on-call to perform safety-  
289 sensitive job functions. If an on-call employee has consumed alcohol,  
290 they must acknowledge the use of alcohol at the time that they are called  
291 to report for duty. The Covered Employee will subsequently be relieved of  
292 his/her on-call responsibilities and subject to discipline.
- 293
- 294 3) The Transit Department shall not permit any Covered Employee to  
295 perform or continue to perform safety-sensitive functions if it has actual  
296 knowledge that the employee is using alcohol
- 297
- 298 4) Each Covered Employee is prohibited from reporting to work or remaining  
299 on duty requiring the performance of safety-sensitive functions while  
300 having an alcohol concentration of 0.02 or greater regardless of when the  
301 alcohol was consumed.
- 302
- 303 5) No Covered Employee shall consume alcohol for eight (8) hours following  
304 involvement in an accident or until he/she submits to the post-accident  
305 drug/alcohol test, whichever occurs first.
- 306

- 307 6) No Covered Employee shall consume alcohol within four (4) hours prior to  
308 the performance of safety-sensitive job functions.  
309  
310 7) CITY OF RIDGECREST under its own authority also prohibits the  
311 consumption of alcohol all times employee is on duty, or anytime the  
312 employee is in uniform.  
313  
314 8) Consistent with the Drug-free Workplace Act of 1988, all CITY OF  
315 RIDGECREST employees are prohibited from engaging in the unlawful  
316 manufacture, distribution, dispensing, possession, or use of prohibited  
317 substances in the work place including Transit Department premises and  
318 transit vehicles.  
319  
320

321 **G. DRUG STATUTE CONVICTION**

322  
323 Consistent with the Drug Free Workplace Act of 1998, all employees are required  
324 to notify the CITY OF RIDGECREST management of any criminal drug statute  
325 conviction for a violation occurring in the workplace within five days after such  
326 conviction. Failure to comply with this provision shall result in disciplinary action  
327 as defined in Section O.10 of this policy.  
328

329  
330 **H. TESTING REQUIREMENTS**

- 331  
332 1) Analytical urine drug testing and breath testing for alcohol will be  
333 conducted as required by 49 CFR part 40 as amended. All Covered  
334 Employees shall be subject to testing prior to performing safety-sensitive  
335 duty, for reasonable suspicion, following an accident, and random as  
336 defined in Section K, L, M, and N of this policy, and return to duty.  
337  
338 2) All Covered Employees who have tested positive for drugs or alcohol will  
339 be referred to a Substance Abuse Professional.  
340  
341 3) A drug test can be performed any time a Covered Employee is on duty.  
342 An alcohol test can be performed just before, during, or after the  
343 performance of a safety-sensitive job function. Under CITY OF  
344 RIDGECREST authority, an alcohol test can be performed any time a  
345 Covered Employee is on duty.  
346  
347 4) All Covered Employees will be subject to urine drug testing and breath  
348 alcohol testing as a condition of ongoing employment with CITY OF  
349 RIDGECREST. Any safety-sensitive employee who refuses to comply  
350 with a request for testing shall be removed from duty and subject to

351 discipline as defined in Section O.3 of this policy. Any Covered Employee  
352 who is suspected of providing false information in connection with a drug  
353 test, or who is suspected of falsifying test results through tampering,  
354 contamination, adulteration, or substitution will be required to undergo an  
355 observed collection. Verification of the above listed actions will be  
356 considered a test refusal and will result in the employee's removal from  
357 duty and disciplined as defined in Section O.3 of this policy. Refer to  
358 Section C 3 for behavior that constitutes a refusal to test.

359

360

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

362

363

364 1) The drugs that will be tested for include marijuana, cocaine, opiates,  
365 amphetamines, and phencyclidine. After the identity of the donor is  
366 checked using picture identification, a urine specimen will be collected  
367 using the split specimen collection method described in 49 CFR Part 40,  
368 as amended. Each specimen will be accompanied by a DOT Chain of  
369 Custody and Control Form and identified using a unique identification  
370 number that attributes the specimen to the correct individual. The  
371 specimen analysis will be conducted at a HHS certified laboratory. An  
372 initial drug screen and validity test will be conducted on the primary urine  
373 specimen. For those specimens that are not negative, a confirmatory Gas  
374 Chromatography/Mass Spectrometry (GC/MS) test will be performed. The  
375 test will be considered positive if the amounts of the drug(s) and/or its  
376 metabolites identified by the GC/MS test are above the minimum  
377 thresholds established in 49 CFR Part 40, as amended.

378

379 2) The test results from the HHS certified laboratory will be reported to a  
380 Medical Review Officer. A Medical Review Officer (MRO) is a licensed  
381 physician with detailed knowledge of substance abuse disorders and drug  
382 testing. The MRO will review the test results to ensure the scientific  
383 validity of the test and to determine whether there is a legitimate medical  
384 explanation for a confirmed positive, substitute, or adulterated test result.  
385 The MRO will attempt to contact the employee to notify the employee of  
386 the non-negative laboratory result, and provide the employee with an  
387 opportunity to explain the confirmed laboratory test result. The MRO will  
388 subsequently review the employee's medical history/medical records as  
389 appropriate to determine whether there is a legitimate medical explanation  
390 for a non-negative laboratory result. If no legitimate medical explanation is  
391 found, the test will be verified positive or refusal to test and reported to the  
392 CITY OF RIDGECREST Drug and Alcohol Program Manager (DAPM). If  
393 a legitimate explanation is found, the MRO will report the test result as  
394 negative to the DAPM and no further action will be taken.

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- 3) If the test is invalid with out a medical explanation, a retest will be conducted under direct observation.
  
- 4) 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 costs 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.
  
- 5) 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 and will direct CITY OF RIDGECREST to retest the employee under direct observation.
  
- 6) 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.
  
- 7) 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:

- 438 i. The laboratory reports to the MRO that a specimen is invalid,  
439 and the MRO reports to CITY OF RIDGECREST that there  
440 was not an adequate medical explanation for the result; or  
441  
442 ii. The MRO reports to CITY OF RIDGECREST that the  
443 original positive, adulterated, or substituted test result had to  
444 be cancelled because the test of the split specimen could not  
445 be performed.  
446  
447 iii. The collector observes materials brought to the collection  
448 site or the employee's conduct clearly indicates an attempt to  
449 tamper with a specimen or  
450  
451 iv. The temperature on the original specimen was out of range.  
452  
453  
454

## 455 **J. ALCOHOL TESTING PROCEDURES**

- 456  
457 1) Tests for breath alcohol concentration will be conducted utilizing a  
458 National Highway Traffic Safety Administration (NHTSA)-approved  
459 Evidential Breath Testing device (EBT) operated by a trained Breath  
460 Alcohol Technician (BAT). Alcohol screening tests may be performed  
461 using a non-evidential testing device which is also approved by NHSTA. If  
462 the initial test indicates an alcohol concentration of 0.02 or greater, a  
463 second test will be performed to confirm the results of the initial test. The  
464 confirmatory test must occur on an EBT. The confirmatory test will be  
465 conducted at least fifteen minutes after the completion of the initial test.  
466 The confirmatory test will be performed using a NHTSA-approved EBT  
467 operated by a trained BAT. The EBT will identify each test by a unique  
468 sequential identification number. This number, time, and unit identifier will  
469 be provided on each EBT printout. The EBT printout, along with an  
470 approved alcohol testing form, will be used to document the test, the  
471 subsequent results, and to attribute the test to the correct employee. The  
472 test will be performed in a private, confidential manner as required by 49  
473 CFR Part 40, as amended. The procedure will be followed as prescribed  
474 to protect the employee and to maintain the integrity of the alcohol testing  
475 procedures and validity of the test result. If at any time the integrity of the  
476 testing procedures or the validity of the test results is compromised, the  
477 test will be canceled. Minor inconsistencies or procedural flaws that do  
478 not impact the test result will not result in a cancelled test.  
479  
480

- 481 2) An employee who has a confirmed alcohol concentration of 0.04 or  
482 greater will be considered a positive alcohol test and in violation of this  
483 policy. The consequences of a positive alcohol test are described in  
484 Section O.4-5 of this policy. Even though an employee who has a  
485 confirmed alcohol concentration of 0.02 to 0.039 is not considered  
486 positive, the employee shall still be removed from duty for at least eight  
487 hours or for the duration of the work day whichever is longer and will be  
488 subject to the consequences described in Section O.9 of this policy. An  
489 alcohol concentration of less than 0.02 will be considered a negative test.  
490  
491  
492 3) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended,  
493 shall be used for all FTA required testing. Failure of an employee to sign  
494 step 2 of the ATF will be considered a refusal to submit to testing.  
495

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

- 497  
498  
499 1) All applicants for covered transit positions shall undergo urine drug testing  
500 and breath alcohol testing prior to performance of a safety-sensitive  
501 function.  
502 b. All offers of employment for covered positions shall be extended  
503 conditional upon the applicant passing a drug and alcohol test. An  
504 applicant shall not be placed into a safety -sensitive position unless  
505 the applicant takes a drug test with verified negative results, and an  
506 alcohol concentration below 0.02.  
507  
508 c. A non-Covered Employee shall not be placed, transferred or  
509 promoted into a covered position until the employee takes a drug  
510 test with verified negative results and an alcohol concentration  
511 below 0.02.  
512  
513 d. If an applicant fails a pre-employment drug or alcohol test, the  
514 conditional offer of employment shall be rescinded. Failure of a  
515 pre-employment drug and/or alcohol test will disqualify an applicant  
516 for employment for a period of at least one year. . The applicant  
517 must provide the employer proof of having successfully completed  
518 a referral, evaluation and treatment plan as described in section  
519 655.62 of subpart G. The cost for the assessment and any  
520 subsequent treatment will be the sole responsibility of the applicant.  
521  
522 e. When an employee being placed, transferred, or promoted from a  
523 non-covered position to a covered position submits a drug test with

524 a verified positive result, and/or an alcohol concentration above  
525 0.04 the employee shall be eligible for voluntary disclosure rights.

526  
527 f. If a pre-employment/pre-transfer test is canceled, CITY OF  
528 RIDGECREST will require the applicant to take and pass another  
529 pre-employment drug test.

530  
531 g. In instances where a Covered Employee is on extended leave for a  
532 period of 90 days or more regardless of reason, and is not in the  
533 random testing pool the employee will be required to take a drug  
534 and alcohol test under 49 CFR Part 655 and have negative test  
535 results prior to the conduct of safety-sensitive job functions.

536  
537 h. An applicant with a dilute negative test result will be required to  
538 retest.

539  
540 i. Applicants are required to report previous DOT covered employer  
541 drug and alcohol test results—Failure to do so will result in the  
542 employment offer being rescinded. If the applicant has tested  
543 positive or refused to test on a pre-employment test for a DOT  
544 covered employer. The applicant must provide CITY OF  
545 RIDGECREST proof of having successfully completed a referral,  
546 evaluation and treatment plan as described in section 655.62 of  
547 subpart G.

548  
549  
550 **L. REASONABLE SUSPICION TESTING**

551  
552 1) All CITY OF RIDGECREST Covered Employees will be subject to a  
553 reasonable suspicion drug and/or alcohol test when the employer has  
554 reasonable suspicion to believe that the Covered Employee has used a  
555 prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion  
556 shall mean that there is objective evidence, based upon specific,  
557 contemporaneous, articulable observations of the employee's appearance,  
558 behavior, speech or body odor that are consistent with possible drug use  
559 and/or alcohol misuse. Reasonable suspicion referrals must be made by  
560 one or more supervisors who are trained to detect the signs and  
561 symptoms of drug and alcohol use, and who reasonably concludes that an  
562 employee may be adversely affected or impaired in his/her work  
563 performance due to possible prohibited substance abuse or alcohol  
564 misuse. A reasonable suspicion alcohol test can only be conducted just  
565 before, during, or just after the performance of a safety-sensitive job  
566 function. However, under CITY OF RIDGECREST'S authority, a  
567 reasonable suspicion alcohol test may be performed any time the Covered

568 Employee is on duty. A reasonable suspicion drug test can be performed  
569 any time the Covered Employee is on duty.

570  
571 2) CITY OF RIDGECREST shall be responsible for transporting the  
572 employee to the testing site. Supervisors should avoid placing themselves  
573 and/or others into a situation which might endanger the physical safety of  
574 those present. The employee shall be placed on administrative leave  
575 pending disciplinary action described in Section O.1-5 and 9 of this policy.  
576 An employee who refuses an instruction to submit to a drug/alcohol test  
577 shall not be permitted to finish his or her shift and shall immediately be  
578 placed on administrative leave pending disciplinary action as specified in  
579 Section O.3 of this policy.

580  
581 3) A written record of the observations which led to a drug/alcohol test based  
582 on reasonable suspicion shall be prepared and signed by the supervisor  
583 making the observation. This written record shall be submitted to the  
584 CITY OF RIDGECREST management and shall be attached to the forms  
585 reporting the test results.

586  
587 4) When there are no specific, contemporaneous, articulable objective facts  
588 that indicate current drug or alcohol use, but the employee (who is not  
589 already a participant in a treatment program) admits the abuse of alcohol  
590 or other substances to a supervisor in his/her chain of command, the  
591 employee shall be referred to a Substance Abuse Professional for an  
592 assessment. CITY OF RIDGECREST shall place the employee on  
593 administrative leave in accordance with the provisions set forth under  
594 Section O.9 of this policy. Testing in this circumstance would be  
595 performed under the direct authority of the CITY OF RIDGECREST.  
596 Since the employee self-referred to management, testing under this  
597 circumstance would not be considered a violation of this policy or a  
598 positive test result under Federal authority. However, self-referral does  
599 not exempt the Covered Employee from testing under Federal authority  
600 as specified in Sections L through N of this policy or the associated  
601 consequences as specified in Section O.9.

602  
603

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

605  
606 1) All Covered Employees will be required to undergo urine and breath  
607 testing if they are involved in an accident with a revenue service vehicle  
608 regardless of whether or not the vehicle is in revenue service that results  
609 in a fatality. This includes all surviving Covered Employees that are  
610 operating the vehicle at the time of the accident and any other whose

611 performance cannot be completely discounted as a contributing factor to  
612 the accident.

613

614 2) In addition, a post-accident test will be conducted if an accident results in  
615 injuries requiring immediate transportation to a medical treatment facility;  
616 or one or more vehicles incurs disabling damage, unless the operator's  
617 performance can be completely discounted as a contributing factor to the  
618 accident.

619

620 a. As soon as practicable following an accident, as defined in this  
621 policy, the transit supervisor investigating the accident will notify the  
622 transit employee operating the transit vehicle and all other Covered  
623 Employees whose performance could have contributed to the  
624 accident of the need for the test. The supervisor will make the  
625 determination using the best information available at the time of the  
626 decision.

627

628 b. The appropriate transit supervisor shall ensure that an employee,  
629 required to be tested under this section, is tested as soon as  
630 practicable, but no longer than eight (8) hours of the accident for  
631 alcohol, and within 32 hours for drugs. If an alcohol test is not  
632 performed within two hours of the accident, the Supervisor will  
633 document the reason(s) for the delay. If the alcohol test is not  
634 conducted within (8) eight hours, or the drug test within 32 hours,  
635 attempts to conduct the test must cease and the reasons for the  
636 failure to test documented.

637

638 c. Any Covered Employee involved in an accident must refrain from  
639 alcohol use for eight (8) hours following the accident or until he/she  
640 undergoes a post-accident alcohol test.

641

642 d. An employee who is subject to post-accident testing who fails to  
643 remain readily available for such testing, including notifying a  
644 supervisor of his or her location if he or she leaves the scene of the  
645 accident prior to submission to such test, may be deemed to have  
646 refused to submit to testing.

647

648 e. Nothing in this section shall be construed to require the delay of  
649 necessary medical attention for the injured following an accident, or  
650 to prohibit an employee from leaving the scene of an accident for  
651 the period necessary to obtain assistance in responding to the  
652 accident, or to obtain necessary emergency medical care.

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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.
- 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. The current random testing rate for drugs established by FTA equals fifty 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.
- 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,

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or just after the performance of a safety sensitive duty. However, under the CITY OF RIDGECREST'S authority, a 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. 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 and terminated.
- 2) A drug test with the result of negative dilute will be retested.
- 3) A positive drug and/or alcohol test will also result in disciplinary action as specified herein.
  - a. As soon as practicable 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.
  - c. 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. A test refusal includes the following circumstances:
    - (1) A Covered Employee who consumes alcohol within eight (8) hours following involvement in an accident without first having submitted to post-accident drug/alcohol tests.
    - (2) A Covered Employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
    - (3) A Covered Employee who provides false information in connection with a drug test.

- 742 (4) A Covered Employee who provides an insufficient  
743 volume of urine specimen or breath sample without a  
744 valid medical explanation. The medical evaluation shall  
745 take place within 5 days of the initial test attempt
- 746 (5) A verbal or written declaration, obstructive behavior, or  
747 physical absence resulting in the inability to conduct the  
748 test within the specified time frame.
- 749 (6) A Covered Employee whose urine sample has been  
750 verified by the MRO as substitute or adulterated.
- 751 (7) A Covered Employee fails to appear for any test within a  
752 reasonable time, as determined by the employer, after  
753 being directed to do so by the employer
- 754 (8) A Covered Employee fails to remain at the testing site  
755 until the testing process is complete;
- 756 (9) A Covered Employee fails to provide a urine specimen  
757 for any drug test required by Part 40 or DOT agency  
758 regulations;
- 759 (10) A Covered Employee fails to permit the observation or  
760 monitoring of a specimen collection
- 761 (11) A Covered Employee fails or declines to take a second  
762 test the employer or collector has directed you to take;
- 763 (12) A Covered Employee fails to undergo a medical  
764 examination or evaluation, as directed by the MRO as  
765 part of the verification process, or as directed by the DER  
766 as part of the "shy bladder" or "shy lung" procedures
- 767 (13) A Covered Employee fails to cooperate with any part of  
768 the testing process (e.g., refuse to empty pockets when  
769 so directed by the collector; behave in a confrontational  
770 way that disrupts the collection process).
- 771 (14) Failure to sign Step 2 of the Alcohol Testing form  
772
- 773 4) For the first instance of a verified positive test from a sample submitted as  
774 the result of a random, drug/alcohol test ( $\geq 0.04$  BAC), disciplinary action  
775 against the employee shall include:
- 776 a. Mandatory referral to Substance Abuse Professional for  
777 assessment.  
778
- 779 5) The first instance of a verified positive drug or alcohol ( $\geq 0.04$  BAC) test  
780 result including a sample submitted under the random, reasonable  
781 suspicion, return-to-duty shall result in termination from CITY OF  
782 RIDGECREST employment.  
783
- 784 6) A verified positive post-accident, or reasonable suspicion drug and/or  
785 alcohol ( $\geq 0.04$ ) test shall result in termination.

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- 7) 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 of the workday 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 month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section O.9 of this policy.
- 8) The cost of the first three treatments or rehabilitation services that fall under L.4 of this Policy will be paid by the City of Ridgecrest and ALL cost there after 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 SAP prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the SAP has determined that the employee has successfully completed the required treatment program and releases him/her to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.
- 9) In the instance of a self-referral , disciplinary action against the employee shall include:
  - a. Mandatory referral to a 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; in the judgment of the SAP the employee is cooperating with his/her SAP 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.
  - d. A self-referral to the SAP that was not precipitated by a positive test result does not constitute a violation of the Federal regulations

- 829 and will not be considered as a positive test result in relation to the  
830 progressive discipline defined in Section O.4-5 of this policy.  
831 e. Periodic unannounced follow-up drug/alcohol test conducted as a  
832 result of a self-referral which results in a verified positive shall be  
833 considered a positive test result in relation to the progressive  
834 discipline defined in Section O.4-5 of this policy.  
835 f. A Voluntary Referral does not shield an employee from disciplinary  
836 action or guarantee employment with CITY OF RIDGECREST.  
837 g. A Voluntary Referral does not shield an employee from the  
838 requirement to comply with drug and alcohol testing.  
839

840 10) Failure of an employee to report within five days a criminal drug statute  
841 conviction for a violation occurring in the workplace shall result in  
842 termination.  
843  
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845

#### 846 **P. GRIEVANCE AND APPEAL**

847  
848 The consequences specified by 49 CFR Part 40.149 (c) for a positive  
849 test or test refusal is not subject to arbitration.  
850

#### 851 **Q. PROPER APPLICATION OF THE POLICY**

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853  
854 CITY OF RIDGECREST is dedicated to assuring fair and equitable application of  
855 this substance abuse policy. Therefore, supervisors/managers are required to  
856 use and apply all aspects of this policy in an unbiased and impartial manner.  
857 Any supervisor/manager who knowingly disregards the requirements of this  
858 policy, or who is found to deliberately misuse the policy in regard to subordinates,  
859 shall be subject to disciplinary action, up to and including termination.  
860

#### 861 **R. INFORMATION DISCLOSURE**

- 862  
863  
864 1) Drug/alcohol testing records shall be maintained by the CITY OF  
865 RIDGECREST Drug and Alcohol Program Manager and, except as provided  
866 below or by law, the results of any drug/alcohol test shall not be disclosed  
867 without express written consent of the tested employee.  
868  
869 2) The employee, upon written request, is entitled to obtain copies of any  
870 records pertaining to their use of prohibited drugs or misuse of alcohol  
871 including any drug or alcohol testing records. Covered Employees have the  
872 right to gain access to any pertinent records such as equipment calibration

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

875

876 3) Records of a verified positive drug/alcohol test result shall be released to the  
877 Drug and Alcohol Program Manager, Department Supervisor and Personnel  
878 Manager on a need to know basis.

879

880 4) Records will be released to a subsequent employer only upon receipt of a  
881 written request from the employee.

882

883 5) Records of an employee's drug/alcohol tests shall be released to the  
884 adjudicator in a grievance, lawsuit, or other proceeding initiated by or on  
885 behalf of the tested individual arising from the results of the drug/alcohol test.  
886 The records will be released to the decision maker in the preceding. The  
887 information will only be released with binding stipulation from the decision  
888 maker will make it available only to parties in the preceding. Records will be  
889 released to the National Transportation Safety Board during an accident  
890 investigation.

891

892 6) Information will be released in a criminal or civil action resulting from an  
893 employee's performance of safety-sensitive duties, in which a court of  
894 competent jurisdiction determines that the drug or alcohol test information is  
895 relevant to the case and issues an order to the employer to release the  
896 information. The employer will release the information to the decision maker  
897 in the proceeding with a binding stipulation that it will only be released to  
898 parties of the proceeding.

899

900 7) Records will be released to the DOT or any DOT agency with regulatory  
901 authority over the employer or any of its employees.

902

903 8) Records will be released if requested by a Federal, state or local safety  
904 agency with regulatory authority over CITY OF RIDGECREST or the  
905 employee.

906

907 9) If a party seeks a court order to release a specimen or part of a specimen  
908 contrary to any provision of Part 40 as amended necessary legal steps to  
909 contest the issuance of the order will be taken

910

911 10) In cases of a contractor or sub-recipient of a state department of  
912 transportation, records will be released when requested by such agencies  
913 that must certify compliance with the regulation to the FTA.

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This Policy was adopted by the City of Ridgecrest on \_\_\_\_\_ .

This Policy resends all prior Drug and Alcohol Policies.

\_\_\_\_\_  
Harvey Rose, City Manager

\_\_\_\_\_  
Date

940 **S. SYSTEM CONTACTS**

941

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

944

945 CITY OF RIDGECREST Drug and Alcohol Program Manager

946 Name: Rachel Rumbo

947 Title: Human Resource

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

949 Telephone Number: (760) 499-5035

950

951 Medical Review Officer

952 Name: First Advantage, David Nahin

953 Title: MD

954 Address: 7301 Calhoun Pl. Rockville MD 20855

955 Telephone Number: 800-684-4448

956

957 Substance Abuse Professional

958 Name: Enid Richey

959 Title: Ph.D

960 Address :9089 Base Line Rd. St 200, Rancho Cucamonga Ca. 91730

961 Telephone Number: 909-980-3567

962

963 HHS Certified Laboratory Primary Specimen

964 Name: Med Tox Labs Inc.

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

966 Telephone Number: 800-832-3244

967

968 HHS Certified Laboratory Split Specimen: MRO selection

969 Name: Northwest Toxicology

970 Address: 1141 E. 3900 S. Salt Lake City, UT 84100

971 Telephone Number: 801-293-2300

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983 **Attachment A**

984 **City of Ridgecrest—Administration Covered Classifications**

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987 <b>Title</b>	<b>Testing Authority</b>
988 Transit Drivers	Federal Transit Administration
989 Transit Drivers, Relief Dispatcher	Federal Transit Administration
990 Dispatchers	Federal Transit Administration
991 Transit Supervisor	Federal Transit Administration
992 Mechanics	Federal Transit Administration

993

994 <b>Title</b>	<b>Testing Authority</b>
995 Pubic Works Supervisor	Federal Motor Carrier Safety Administration
996 Garage Foreman	Federal Motor Carrier Safety Administration
997 Chief Plant Operator	Federal Motor Carrier Safety Administration
998 Waste Water Operator Trainee	Federal Motor Carrier Safety Administration
999 Waste Water Operator I	Federal Motor Carrier Safety Administration
1000 Waste Water Operator II	Federal Motor Carrier Safety Administration
1001 Waste Water Operator III	Federal Motor Carrier Safety Administration
1002 Equipment Operator	Federal Motor Carrier Safety Administration
1003 Mechanic	Federal Motor Carrier Safety Administration

1004

1005 **— Job Classifications**

1006

1007 Safety-sensitive functions: Employee duties identified as:

- 1008 (1) The operation of a transit revenue service vehicle even when the vehicle is
- 1009 not in revenue service.
- 1010
- 1011 (2) The operation of a non-revenue service vehicle by an employee when the
- 1012 operation of such a vehicle requires the driver to hold a Commercial Drivers
- 1013 License (CDL).
- 1014
- 1015 (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- 1016
- 1017 (4) Controlling the movement of a revenue service vehicle and
- 1018
- 1019 (5) Carrying a firearm for security purposes.
- 1020

1021 All of the City of Ridgecrest job titles, and the actual duties performed by the

1022 employees, have been analyzed to determine whether persons perform, or may be

1023 called upon to perform, safety-sensitive duties. Our current analysis indicates that

1024 all current employee titles listed are covered employees because they all perform, or

1025 may be called to perform safety-sensitive duties. All the Safety-Sensitive Positions

1026 listed above are subject to the testing authority for the United States Department of

1027 Transportation under either the Federal Transit Administration or the Federal Motor  
1028 Carrier Safety Administration.

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**Attachment B**  
Minimum Thresholds

INITIAL TEST CUTOFF LEVELS  
(ng/ml)

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2,000
Phencyclidine	25
Amphetamines	1,000

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1034  
1035

CONFIRMATORY TEST  
CUT/OFF LEVELS (ng/ml)

Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500

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**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

SUBJECT: Status update – maintenance and weed abatement of city medians

PRESENTED BY: Jim Ponek, Director of Parks & Recreation

**SUMMARY:**

This item is presented at the request of Vice Mayor Taylor to provide an opportunity for Council discussion of the current and future status of the medians. City staff is currently unable to maintain the weed abatement levels of various medians throughout the City as a result of budget-driven resource constraints.

**HISTORICAL PERSPECTIVE:**

The medians were maintained by the Public Works Department until the responsibility was transferred to the Parks, Recreation, and Cultural Affairs Department approximately five years ago. The Parks Maintenance staff was responsible for the maintenance of 52 medians (including 22 that were contracted to the outside lawn care company responsible for maintaining the unnamed park on the corner of China Lake and Ridgecrest Blvds. and the olive trees on Balsam Street). After further analysis in the subsequent fiscal year, the contract was cancelled and replaced with an additional full-time city parks maintenance worker. The wholly in-house maintenance crew was able to maintain the areas at the appropriate level and produce a visually appropriate image for the City. The City was awarded approximately \$450,000 from the state Department of Transportation (CalTrans) to develop the medians along Downs with the expectation that the City would subsequently maintain the medians.

Since that time, because of increasing fiscal constraints, the workforce dedicated to maintaining these areas has been decreased substantially (2 full-time and 6 part-time seasonal employees). The reduction in force substantially impaired the Department's ability to maintain the areas at the appropriate level. The impacts were later compounded as two additional full-time employees suffered on-the-job injuries and were out on disability leaves.

In recognition of the importance of the task, the Department secured temporary part-time workers from the Youth Employment Services (YES) program which was funded through the federal Workforce Investment Act. The YES program experienced several administrative challenges and became a financial burden on the City's general fund. It was subsequently discontinued making those workers unavailable to the Department.

Borne out of frustration, several citizen groups have volunteered their own time and talents to tend to the areas with the most visual appeal. This extraordinary effort is greatly appreciated; however, concerns of liability and consistency make this a less than desirable long-term solution.

There are several other options the Council could consider:

Part time labor (internal) – There are several existing City employees who are currently furloughed and possess the skill set to perform the duties. Current labor agreement restrictions would require the City to pay overtime in order to utilize the services of these

staff which makes this an expensive option whose costs would overshadow any savings to the City from furloughing these same employees.

Part time labor (external) – several options for acquiring part time or contract labor could be considered at a cost of \$34,560 - \$69,120 based on preliminary estimates (prices subject to change pending detailed fiscal analysis).

In order to incur additional costs for any item, the City would need to either identify a revenue source to fund the activity or redirect funds that are currently allocated to some other activity which would have a corresponding impact on the program area donating the funds.

**FISCAL IMPACT:** To be determined based on selection of an alternative

**ACTION REQUESTED:** Recieve and file and provide direction to staff

**CITY MANAGER/EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Jim Ponek, Director of Parks & Recreation

Action Date: July 20, 2011

Report from Finance Dept	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
Parks Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	1.00	1.00	2.00	2.00	1.00	1.00
Maintenance Worker II	8.00	8.00	7.00	7.00	7.00	7.00
Maintenance Worker III	0.00	0.00	0.00	1.00	1.00	1.00
P/T Parks Maintenance	0.00	0.00	0.00	2.86	2.36	2.36
	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>13.86</b>	<b>12.36</b>	<b>12.36</b>

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### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

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

**SUBJECT:**

Council Discussion And Adoption Of A Resolution To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member

**PRESENTED BY:**

Rachel J. Ford – City Clerk

**SUMMARY:**

Effective February 16, 2002 the City's contract with the California's Public Employees' Retirement System (CalPERS) was amended to allow two years of additional service credit option (Golden Handshake) to local safety and local miscellaneous members. CalPERS procedure requires two actions by Council to authorize this Service Credit Option, first a public hearing to review and receive comments from the public regarding the cost the City would incur to exercise this option, and second a resolution establishing a 90-120 day time period in which employees, whose classifications are affected by impending mandatory transfer, layoff, or demotions due to budget reduction AND who meet the retirement eligibility requirements of CalPERS, may elect to retire with the additional two years of service credit at no cost to the employee. Any number of designated periods may be established but may not overlap.

Council satisfied the first procedural requirement by holding a Public Hearing on July 6, 2011 to receive comments pertaining to the cost of authorizing the two years additional service credit option for the eligible member currently holding the Administrative Analyst III classification.

This resolution will satisfy the second procedural requirement by establishing the retirement election period and classification eligible to retire during the designated period and receive the additional service credit. If approved the proposed designated retirement election period would begin on July 21, 2011 and end on November 18, 2011, during which the affected member may choose to retire under this option and receive the two years additional service credit on their retirement.

City Clerk must provide Certification Of Publication Of Costs to CalPERS. In addition to providing a Certification of Publication of Costs, the Agency is required to:

- a. Certify that because of an impending curtailment of, or change in the manner of performing service, the best interests of the Agency would be served by granting such additional service credit.

- b. Certify that it is the intention at the time Section 20904 becomes operative that the retirements under this section will either:
1. result in a net savings to the Agency, or
  2. result in an overall reduction in the work force of the organizational unit because of impending mandatory transfers, demotions, and layoffs that constitute at least one percent of the designated job classification, resulting from the curtailment of, or change in the manner of performing its services.

FISCAL IMPACT: Reviewed by Finance Director

\$12,068.06 annually for a period of two years plus an undetermined percentage increase to the employee contribution rates, amortized over a 20 year time period. The increased percentage would be established by Actuarial calculations by CalPERS.

**ACTION REQUESTED:**

Discussion And Motion On A Resolution To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member

**CITY MANAGER /EXECUTIVE DIRECTOR RECOMMENDATION**

Action as requested: Council Discuss And Make A Motion On The Proposed Resolution.

Submitted by: Rachel Ford

Action Date: 07/20/2011

**RESOLUTION NO. 11-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL TO GRANT A DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) FOR THE ELIGIBLE LOCAL MISCELALLANEOUS MEMBER**

**WHEREAS**, the City Council of the City of Ridgecrest is a contracting Public Agency of the Public Employees Retirement System; and

**WHEREAS**, said Public Agency desires to provide a designated period for Two Years of Additional Service Credit, Government code Section 20903, based on contract amendment included in said contract that provided for Section 20903, Two Years Additional Service Credit for the eligible member; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Ridgecrest does seek to add another designated period, and does hereby authorized this Resolution, indicating a desire to add a designated period from July 21, 2011 through November 18, 2011 for eligible miscellaneous member in the Administration Department, as an Administrative Analyst III.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of July 2011 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ronald H. Carter, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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## 10. Section 20903 Two Years Additional Service Credit

An agency may amend its contract to provide two years additional service credit to members who retire during a designated period because of impending mandatory transfers, layoffs, or demotions and the following requirements are met:

- a. The member is employed in a specified job classification, department, or other organizational unit and retired within the period designated by the governing body. The designated period must be subsequent to the effective date of the contract amendment and can not be less than 90 or more than 180 days in length. (The benefit cannot be provided on the basis of employee organization or non-represented groups).
- b. The governing body must certify that it is electing to be subject to the provisions of this section due to mandatory transfers, layoffs and/or demotions that constitute at least one percent of the job classification, department, or organizational unit.
- c. The governing body must certify that it is the intention at the time Section 20903 becomes operative that any vacancies created by retirements under this section or at least one vacancy in any position in any department or organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.
- d. The governing body must certify that it has complied with the provisions of Government Code Section 7507 and has disclosed the additional employer contributions and the funding of those employer contributions, at a public meeting.

To be eligible for this service credit, a member must have at least five years of service credit, be in employment status with the providing agency for at least one day during the designated period and retire during the designated period. The member's retirement date may not be the first day of the designated period. A member cannot receive credit under this section if the member receives any unemployment insurance payments during the designated period. If the retired member subsequently reenters membership, the additional service credit is forfeited.

**Employer Cost:** The added cost to the retirement fund for all eligible employees who retire during the designated period will be included in the contracting agency's employer contribution rate. The governing body satisfies the requirements of Government Code Section 7507 by disclosing an estimate of the present value of the additional employer contributions. This estimate is calculated by the agency, using the worksheet and factors provided below. The actual present value of additional contributions may differ from the estimate for two reasons:

- 1) Some of the members who are eligible to retire and receive the two years service credit (and who are included in the estimate) may choose not to retire, and
- 2) There may be an additional cost to the agency (called an experience loss) if the total number of members retiring in the fiscal year exceeds the number predicted by the actuarial assumptions. An experience loss occurs very often when the two years service credit is offered because some members retire who would have otherwise waited until later years.

The cost of the two years additional service credit will be included in the contracting agency's employer contribution rate commencing with the fiscal year starting two years after the end of the designated period. The increase in the employer contribution rate may continue for as long as 20 years.

The annual valuation report for the fiscal year that begins two years after the end of the designated period will show the amount of the increase in the employer contribution rate resulting from the two years service credit.

Follow the instructions below to estimate the increase in the employer contribution rate percentage:

- Take the estimate of the present value of additional employer contributions disclosed at the public meeting, and
- First divide by 13.24 (the 20-year amortization factor), and
- Then divide by the annual payroll of the plan.

Member Cost:       None.

### **Procedures for Calculation of “Additional Employer Contributions” and Funding Therefore to be Disclosed at the Public Meeting**

The “additional employer contributions” that the agency discloses at its public meeting is an **estimate** of the present value of additional employer contributions which will be required in the future for providing the two years service credit. This amount is calculated based on the member's annual reportable compensation, the cost factor and whether the agency's contract provides the Post-Retirement Survivor Allowance (Survivor Continuance) and/or an increased Cost-of-Living Allowance of 3%, 4% or 5%.

The “additional employer contributions” is calculated as follows:

1. Identify all individuals who meet the minimum eligibility for retirement and who are employed in the designated classification, department or organizational unit.
2. Determine the annual pay rate for each person. "Payrate" indicates that amount of compensation a member is paid for a full unit of time. Always use the member's FULL TIME pay rate.
3. Determine the age for each person and locate the appropriate factor on the Cost Factor Chart.
4. Multiply the annual pay rate by the cost factor, (annual pay rate) X (cost factor) = estimated cost.
5. Determine whether your agency's contract provides for the Post-Retirement Survivor Allowance. If yes, proceed to step #7.
6. If your agency's contract does not provide for the Post-Retirement Survivor Allowance, multiply the value determined in step #4, above, by 0.97, if you have a public agency miscellaneous plan; or by 0.93, if you have a public agency safety plan.

7. Determine whether your agency's contract provides for the increased Cost-of-Living Allowance of 3%, 4% or 5%. If not, no further calculations are needed.
8. If your agency's contract provides the 3%, 4%, or 5% cost-of-living allowance, multiply the value determined above by 1.09 to estimate the cost of providing the additional service credit.

The “additional employer contributions” are paid by the agency through an increase in the employer contribution rate, starting two fiscal years after the end of the designated period. The increase in the employer contribution rate may continue for as long as 20 years.

To estimate the increase in the employer contribution rate percent:

- 1) Take the “additional employer contributions” calculated above, and
- 2) First divide by 13.24 (the 20-year amortization factor), and
- 3) Then divide by annual payroll of the plan.

## **COST FACTOR CHART**

### **MISCELLANEOUS MEMBERS**

	<b><u>2% @ 60</u></b> <b><u>formula</u></b>	<b><u>2% @ 55</u></b> <b><u>formula</u></b>	<b><u>2.5% @ 55</u></b> <b><u>formula</u></b>	<b><u>2.7% @ 55</u></b> <b><u>formula</u></b>	<b><u>3% @ 60</u></b> <b><u>formula</u></b>
<b>Ages</b>	<b><u>All</u></b>	<b><u>All</u></b>	<b><u>All</u></b>	<b><u>All</u></b>	<b><u>All</u></b>
50-54	0.35	0.47	0.64	0.66	0.64
55-59	0.45	0.57	0.67	0.73	0.73
60-64	0.56	0.59	0.62	0.67	0.74
65+	0.54	0.54	0.55	0.60	0.67

### **SAFETY MEMBERS**

	<b><u>2% @ 55</u></b> <b><u>formula</u></b>	<b><u>2% @ 50</u></b> <b><u>formula</u></b>	<b><u>3% @ 55</u></b> <b><u>formula</u></b>	<b><u>3% @ 50</u></b> <b><u>formula</u></b>
<b>Ages</b>	<b><u>All</u></b>	<b><u>All</u></b>	<b><u>All</u></b>	<b><u>All</u></b>
50-54	0.48	0.67	0.78	0.88
55-59	0.55	0.75	0.83	0.83
60-64	0.51	0.69	0.77	0.77
65+	0.46	0.62	0.69	0.69

## **11. Section 20936      Prior Service Credit for Employees of an Assumed Agency or Function**

An agency may provide credit for service rendered with a public agency if that agency or a function of that agency is, or was, assumed by the contracting agency. The cost for prior service credit is the liability of the contracting agency. Documents of origin for the assumed agency may be required to determine whether the agency qualifies as a public agency.

Employer Cost:      Valuation required.

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

**SUBJECT:**

A Resolution Extending The Agreement Between United Food And Commercial Workers Union 8-Golden State And City Of Ridgecrest And Authorizing The City Manager To Sign The Extension Agreement

**PRESENTED BY:**

Kurt Wilson – City Manager

**SUMMARY:**

City of Ridgecrest and United Food and Commercial Workers Union 8-Golden State has been in negotiations on various provisions of the Memorandum of Understanding. At this time, it is desirable to both parties to extend the current agreement to September 30, 2011 to maintain the employee benefits until such time as a final agreement can be drafted and presented to Council.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve a Resolution extending the current Memorandum of Understanding between the City of Ridgecrest and the United Food and Commercial Workers Union 8-Golden State To September 30, 2011

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested: approve the proposed resolution

Submitted by:

Action Date:

(Rev. 6/12/09)

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**RESOLUTION NO. 11-xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL EXTENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIDGECREST AND THE UNITED FOOD AND COMMERCIAL WORKERS (UFCW 8-GOLDEN STATE) TO SEPTEMBER 30, 2011**

**WHEREAS**, the City of Ridgecrest and the United Food and Commercial Workers (UFCW 8-Golden State) have negotiated a Memorandum of Understanding, and;

**WHEREAS**, the current Memorandum of Understanding extension will expire on July 31, 2011, and;

**WHEREAS**, negotiations for a new Memorandum of Understanding are currently on-going.

**NOW THEREFORE BE IT RESOLVED** that the Ridgecrest City Council does hereby extend the Memorandum of Understanding between the City of Ridgecrest and the United Food and Commercial Workers (UFCW 8-Golden State) until September 30, 2011 to conclude the negotiation process.

**APPROVED AND ADOPTED THIS** 20<sup>th</sup> day of July, 2011 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Ronald H. Carter, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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**EXTENSION AGREEMENT  
BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
8-GOLDEN STATE  
AND  
CITY OF RIDGECREST**

It is hereby mutually agreed to by and between **United Food and Commercial Workers Union 8-Golden State** and **The City of Ridgecrest** that the current Collective Bargaining Agreement and any and all addenda and/or Letters of Understanding thereto currently in force between the parties will be extended beyond the expiration date of the current Agreement, June 30, 2011. This extension shall expire no later than midnight September 30, 2011, and may terminate earlier pending conclusion of the negotiation process.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

**CITY OF RIDGECREST**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
8-GOLDEN STATE**

BY: \_\_\_\_\_  
Kurt Wilson, City Manager

BY:  \_\_\_\_\_  
Jacques Loveall, President

DATE: \_\_\_\_\_

DATE: July 15, 2011

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**Kern Council  
of Governments**

June 23, 2011

Mr. Kurt Wilson, City Manager  
City of Ridgecrest  
100 West California Avenue  
Ridgecrest, CA 93555

Dear Mr. Wilson,

I am pleased to enclose a Memorandum of Understanding (MOU) between the City of Delano and Kern Council of Governments (Kern COG) that details each of our responsibilities in developing an Energy Action Plan for the City of Delano in accordance with the contract between Kern COG and Southern California Edison. I respectfully request that the Delano City Council place this MOU on its agenda for approval at its earliest convenience.

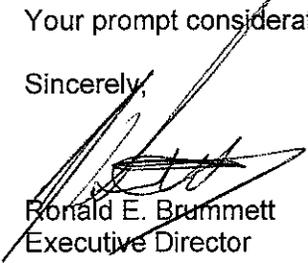
In early 2010, with support from its member agencies Kern COG was awarded \$1,176,000 from Southern California Edison to develop local government operations greenhouse gas (GHG) inventories based on energy use, and energy action plans (EAP) for cities and the County of Kern within Southern California Edison's service area. Through an arrangement spelled out in the attached memorandum of understanding, the City Council is responsible for designating a staff representative to assist in developing both the GHG inventory and the EAP by:

- providing input on a request for proposals for a vendor or vendors to prepare the products;
- assisting in establishing targets and identifying opportunities for greenhouse gas reductions from energy use;
- assisting in preparing a plan for the EAP's adoption, measurement and evaluation, including a description and schedule for stakeholder input and document updates;
- attending at least one public workshop within city boundaries to solicit input on the EAP template and how it should be tailored;
- assisting in documenting the process for gathering and incorporating stakeholder input to the development of the City's EAP, and;
- assisting in an energy saving analysis for greenhouse gas inventories.

Kern COG will serve as project lead – responsible for all contracts, timelines, and products. Upon completion, and after adequate opportunities for review and approval, the MOU requests that the City Council consider adopting the Energy Action Plan for the City of Delano and continue to participate in energy efficiency saving analyses for additional GHG inventories. I have attached a Budget by Task for your information. If you require any further information, please contact Linda Urata or Robert Phipps.

Your prompt consideration is appreciated.

Sincerely,

  
Ronald E. Brummett  
Executive Director

**Kern Council of Governments**

1401 19th Street, Suite 300, Bakersfield, California 93301 (661) 861-2191 Facsimile (661) 324-8215 TTY (661) 832-7433 [www.kerncog.org](http://www.kerncog.org)

## Kern Region Energy Action Plans (KernREAP)

### Tasks and Budget

Agency	Task A	Task B	Task C	Task D	Total
<b>Task Description</b>	Develop a regional template for Energy Action Plans (EAPs)	Customize EAPs with energy efficiency language and data (Establish local government greenhouse gas inventory)	Facilitate Adoption of Energy Action Plans – Hold Public Workshops(Provide energy efficiency framework and data for other people doing planning)	Conduct the energy efficiency savings analysis for updates to the Greenhouse Gas inventory for the City or County	
California City	\$ 3,568	\$ 4,718	\$ 4,362	\$ 352	\$ 13,000
Delano	3,568	4,718	4,362	352	13,000
McFarland	3,568	4,718	4,362	352	13,000
Ridgecrest	3,568	4,718	4,362	352	13,000
Tehachapi	3,568	4,718	4,362	352	13,000
Kern County	19,821	26,210	23,079	1,958	71,068
CSD 1	19,821	26,210	23,079	1,958	71,068
CSD 2	19,821	26,210	23,079	1,958	71,068
CSD 3	19,821	26,210	23,079	1,958	71,068
CSD 4	19,821	26,210	23,079	1,958	71,068
CSD 5	19,821	26,210	23,079	1,958	71,068
CSD 6	19,821	26,210	23,079	1,958	71,068
CSD 7	19,821	26,210	23,079	1,958	71,068
CSD 8	19,821	26,210	23,079	1,958	71,068
Kern COG	83,788	109,421	238,912	36,467	468,588
Printing			3,000	5,500	8,500
<b>Total</b>	<b>\$ 280,020</b>	<b>\$ 368,900</b>	<b>\$ 471,430</b>	<b>\$ 61,350</b>	<b>\$ 1,181,700</b>

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## Statement of Work

**PROGRAM IMPLEMENTER:** KERN COUNCIL OF GOVERNMENTS

**PROGRAM NAME:** KERN COG'S STRATEGIC PLAN STRATEGIES

**PROGRAM BUDGET:** \$1,176,000

### SECTION 1: PROGRAM DESCRIPTION

**A. Program Background:** Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison ("SCE") to conduct strategic plan activities centered on energy efficiency and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan ("CEESP")<sup>1</sup>. Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the Kern Council of Government's Strategic Plan Strategies ("Program") which promotes long-term energy efficiency and climate action activities. The Program will be implemented by the Kern Council of Governments ("Implementer" or "Kern COG"). Participating Municipalities consist of five (5) cities (California City, Delano, McFarland, Ridgecrest and Tehachapi) and one (1) county (Kern County). The Program will comprise four (4) major components: 1) Producing a regional Energy Action Plan ("EAP") template; 2) establishing municipal greenhouse gas inventories associated with energy use for each Participating Municipality; 3) facilitating adoption of EAPs by each Participating Municipality; and 4) conducting energy efficiency savings analyses for annual greenhouse gas inventories for each Participating Municipality. The Implementer will perform the Work tasks required in order to demonstrate how the Program will meet the objectives of the CEESP while working towards the following CEESP Goal:

- **Strategic Plan Goal 4:** "Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change."

**B. Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

**1. Business Day:** The period from one midnight to the following midnight, excluding

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<sup>1</sup> Please go to [www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com) for a copy of the CEESP.

- 
- Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
  3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
  4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
  5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
  6. **CPUC:** The California Public Utilities Commission.
  7. **Customer:** A residence or business receiving electric service from SCE and paying the Public Goods Charge.
  8. **Implementer:** Kern Council of Governments
  9. **Incentive:** Financial support (e.g., Rebates, low-interest loans) to install energy efficiency Measures. The Incentives are solicited by the Customer and based on the Customer's billing history and/or Customer-specific information. Also, see Rebate.
- 10. Measure**
- Specific action which reduces or otherwise modifies energy end-use patterns.
  - A service or a product installation and operation which results in a reduction in on-site energy use, compared to what would have happened without the service or product installation.
11. **Month or Monthly:** A term ending on the last Calendar Day of each month.
  12. **Participating Municipalities:** Cities of California City, Delano, McFarland, Ridgecrest and Tehachapi, and Kern County.

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- 13. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 14. Public Goods Charge:** Non-bypassable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, research, development and demonstration, and low-income assistance programs.
- 15. Rebate:** An identified and pre-specified amount of money to be paid to Customer for the installation of one or more identified Measure(s) at the Customer's facility. There are two kinds of Rebates:
- **Prescriptive or Deemed Rebates:** A prescribed financial Incentive per unit for a prescribed Measure.
  - **Customized Rebate:** A financial Incentive determined using an analysis of the Customer's existing equipment (or applicable base-line for new construction) and the Measure to be installed.
- 16. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 17. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work. Subcontractor may also include any Participating Municipality.
- 18. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Contract.
- 19. Work:** Any and all obligations of Implementer to be performed for the Participating Municipalities pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

## SECTION 2: OBJECTIVES

Through the Program, the Implementer will work towards achieving CEESP Goal 4 by

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moving through stages of planning, identifying local government staff and consultants to work on energy efficiency, creating Energy Action Plans and greenhouse gas inventories, and integrating the EAP with other long-term plans for the local jurisdictions and for the region.

### SECTION 3: GENERAL REQUIREMENTS

**A. Notice to Proceed (“NTP”):** Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract; and
3. CPM provides to Implementer written approval to proceed.

**B. Goals:** The primary goal of the Program is to achieve the objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program’s progress.

### SECTION 4: SCHEDULE OR TASKS DELAYS

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

### SECTION 5: STATEMENT OF WORK

The Work for each of the CEESP Goals and associated tasks are described herein:

#### **Task 1 - Program Ramp-up**

**A. Attend Program Kick-off Meeting:** Implementer’s representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE -designated location. To avoid duplication and unnecessary expenditures, CPM will provide Implementer with information and guidance regarding currently available resources (e.g., reach building codes, and available templates, policies and action plans) to be used by the Implementer in assessing pre-existing resources.

Implementer’s representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

**B. Program Data, Invoicing, and Reporting Tool Training:** The Implementer will attend a half-day workshop (Webcast) that provides training on the use of SCE invoicing and reporting tool (“IR Tool”). The Implementer will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

<b>Deliverable(s)</b>	<b>Due Date(s)</b>
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

**Task 2 - Strategic Plan Goal 4**

*Strategic Plan Goal 4: “Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change.”*

- Task 2.A (Strategic Plan Task 4.1.1): “Develop a regional template for Climate Action Plans (CAP) or Energy Action Plans (EAP).”
- Task 2.B (Strategic Plan Task 4.1.2): “Customize CAP with energy efficiency language and data.”
- Task 2.C (Strategic Plan Task 4.1.3): “Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other people doing planning.”
- Task 2.D (Strategic Plan Task 4.1.4): “Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the City/ County.”

**A. Develop Regional EAP Template:** The Implementer will develop and implement a plan for the development of a regional EAP template which will be suitable for use by Participating Municipalities as a basis for their respective individual EAPs (“EAP Template”). The EAP Template will focus on a comprehensive analysis of opportunities for local governments to reduce energy consumption, achieve energy efficiency, and reduce greenhouse gas emissions. This plan will be used to develop a Scope of Work (“Scope”) for a consultant to be hired to create the EAP Template. The Implementer will

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create two Memoranda of Understanding (MOU) for consideration by Participating Municipalities: 1) MOU by which the Participating Municipalities hire a consultant to perform the Scope; and 2) MOU by which the Implementer hires a consultant to perform the Scope. Upon approval and adoption of MOUs, the Implementer shall facilitate the appropriate development of and release of request(s) for proposals (RFPs) for work to be performed by consultant to develop the regional EAP Template. The Implementer will either manage the work of the consultant hired to develop the regional EAP Template, or facilitate its management, as appropriate based on the adopted MOU. The Implementer will facilitate the creation and management of a working group for the EAP Template, composed of representatives of all Participating Municipalities (EAP WG). The Implementer will ensure that, as the final deliverable under this Task, a final EAP Template is completed and approved by all Participating Municipalities.

The Implementer will ensure that an initial task in the Scope will be the review and assessment of EAPs adopted by peer municipalities and resources provided by local government support organizations such as ICLEI, and the preparation of a report of findings from this review, and a plan for developing the EAP Template based on the information gained from the assessment (“EAP Assessment and Planning Report”). The Implementer will ensure that the EAP Assessment and Planning Report includes provisions for the leveraging of the work already accomplished by the Kern Climate Change Task Force on meeting the requirements of SB375 in performing Work under this Task, as appropriate. The Implementer will also ensure that Kern COG’s role as an information clearinghouse for its member agencies (local municipalities) and other local governments, private firms, and non-profit agencies in the Kern Region and throughout California will be leveraged as appropriate to efficiently and effectively perform the Work under this Task, and to share best practices and lessons learned in completing this Task. Once developed, the regional EAP Template will be made available to local governments, including those in the territories of investor-owned utilities other than SCE within Kern County.

Implementer will provide all materials developed under this task to CPM for review and comment.

### **Task Goals & Objectives**

The Implementer will fulfill the following goals and objectives:

1. Form and manage the EAP WG;
2. Manage or facilitate the management of work of consultant hired to develop EAP Template;

3. Foster cooperation, information sharing, and implementation of consistent energy efficiency strategies among Participating Municipalities; and
4. Facilitate cooperative work of all Participating Municipalities to develop an EAP Template.

**Task Performance Indicators**

The Implementer will, at a minimum, track the following information:

1. Number and type of Participating Municipalities represented in the EAP WG; and
2. Resources (human and financial) used by Participating Municipalities to develop the EAP Template.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing the cost and time savings attributable to sharing work of developing the EAP Template, rather than creating individual municipal EAPs separately.

<b>Task 2.A. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft consultant Scope	April 29,2011
2. Final consultant Scope	May 15,,2011
3. Draft MOUs	April 15,2011
4. Final MOUs	April 22,2011
5. Draft RFP	May 31, 2011
6. Final RFP	June 23,2011
7. Bid Award Announcement	August 12, 2011
8. Documentation of EAP WG formation, including a description of the working group's goals and a list of members	June 23,2011
9. Minutes from all EAP WG meetings	Monthly with Invoicing Requirements (see Task 3) for meetings held the preceding Month
10. Draft EAP Assessment and Planning Report	October 28, 2011
11. Final EAP Assessment and Planning Report	November 15, 2011
12. Draft EAP Template	January 6, 2012
13. Final EAP Template	February 1, 2012

14. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)
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**B. Establish Municipal Greenhouse Gas Inventories:** In order to facilitate the simultaneous customization of the EAP Template developed in Task 2A herein with appropriate and applicable energy efficiency language and data for each Participating Municipality as Work under Task 2C herein, the Implementer will coordinate the inclusion of information on municipal energy use by Participating Municipalities in the CAP emissions inventory creation planned by the Kern County Planning Department. This CAP emissions inventory is expected to calculate historical greenhouse gas emissions from 1990 to 2009 using the best available data and to estimate future emissions to 2020.

The Implementer will ensure that an initial step in this Task is the review and assessment of similar activities conducted by peer municipalities and resources provided by local government support organizations, and the preparation of a report of findings from this review, and a plan for gathering municipal energy use data from Participating Municipalities based on findings from this assessment (“Inventory Assessment and Planning Report”). The Inventory Assessment and Planning Report will include, at a minimum, the data collection process and schedule, and a description of how the results of the Kern County Planning Department inventory will be provided to and used for the creation of greenhouse gas inventories and the customization of the EAP Template for each Participating Municipality. The Implementer will develop a template for collecting data of municipal energy use which will be suitable for Work under this Task and also as an example for use in similar efforts by other local governments. The Implementer will ensure that results of this inventory work for Participating Municipalities are used appropriately to establish targets and identify opportunities for greenhouse gas reduction in the customization of EAPs in Task 2.C herein.

Implementer will provide all materials developed under this task to CPM for review and comment.

**Task Goals & Objectives**

The Implementer will fulfill the following goals and objectives:

1. Develop template for municipal energy use data collection; and
2. Facilitate establishment of greenhouse gas inventory for each Participating Municipality.

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### Task Performance Indicators

The Implementer will, at a minimum, track the following information:

1. Number of Participating Municipalities for which municipal energy use data is collected; and
2. Number of greenhouse gas inventories established for Participating Municipalities.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing value of greenhouse gas inventories in establishing energy-saving and greenhouse gas emissions reduction goals for Participating Municipalities.

Task 2.B. - Deliverable(s)	Due Date(s)
1. Draft Inventory Assessment and Planning Report	October 28, 2011
2. Final Inventory Assessment and Planning Report	November 15, 2011
3. Municipal energy use data collection template	November 15, 2011
4. Results of inventories for all Participating Municipalities	March 30, 2012
5. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

**C. Facilitate Adoption of Municipal Energy Action Plans:** The Implementer will facilitate the development and adoption of an EAP for each Participating Municipality based on the EAP Template created in Task 2.A, above. The Implementer will prepare a plan for the development and adoption of the EAPs (“EAP Plan”), which will include, at a minimum, a description and schedule for stakeholder input, and plans for the measurement and evaluation of the EAPs and the Work conducted under this Task. The Implementer will conduct public workshops for each Participating Municipality to solicit and gather input on the EAP Template and how it should be tailored for each respective Participating Municipality. Using this input on the EAP Template, the Implementer will develop EAPs for each Participating Municipality for respective staff review, and

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ultimately for adoption by each respective Participating Municipality. The Implementer will document the process for gathering and incorporating stakeholder input to the development of EAPs for each Participating Municipality, including, at a minimum, a list of all events used to gather stakeholder input (e.g., meetings and workshops), including a list of all attendees and respective contact information, and a discussion of how stakeholder input was used in refining the EAP Template (“Report on EAP Stakeholder Input”).

The EAPs will set policies and procedures for the implementation of energy-efficient practices and equipment, and will identify actions to be taken by respective Participating Municipalities to achieve energy efficiency goals and to create demand for energy efficient and resource efficient buildings. To the greatest extent possible, the EAPs will be incorporated with sustainability and climate action planning efforts. At a minimum, the EAPs will include the following:

1. Energy efficiency goals for municipal facilities;
2. ;
3. Energy efficiency-related energy management policies and cost reduction strategies;
4. Integration of new technologies in municipal facilities;
5. Identification of how governance structure will support and implement energy policies and procedures;
6. Establishment of baseline for energy use (and greenhouse gas reduction) and process for monitoring progress toward goals; and
7. Process, plans and schedule for updating greenhouse gas inventory.

Implementer will provide all materials developed under this task to CPM for review and comment.

### **Task Goals & Objectives**

The Implementer will fulfill the following goals and objectives:

1. Foster cooperation, information sharing, and implementation of consistent energy efficiency strategies among Participating Municipalities;
2. Incorporation of best practices and lessons learned as EAPs are developed; and
3. Adoption of EAPs by all Participating Municipalities.

### **Task Performance Indicators**

The Implementer will, at a minimum, track the following information:

1. Number and type of public workshops conducted;
2. Number of participants at each public workshop conducted; and
3. Number of Participating Municipalities adopting EAPs.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing value of any updates made to the baseline inventory established in Task 2.B, above;
2. Progress toward municipal energy efficiency goals: forecasts of kWh savings through 2020 attributable to adoption of EAPs;
3. Establishment of energy management policies and procedures called for in EAP;
4. Greenhouse gas reduction forecasts through 2020 attributable to adoption of EAPs; and
5. Tracking and assessing additional items per the measurement and evaluation plan in the final EAP Plan.

<b>Task 2.C. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft EAP Plan	December 1, 2011
2. Final EAP Plan	January 1, 2012
3. Public Workshops on customization of EAPs	July 15, 2012
4. Draft EAP for each Participating Municipality	February 1, 2012
5. Final EAP for each Participating Municipality	August 30, 2012
6. Report on EAP Stakeholder Input	August 30, 2012
7. For all Participating Municipalities - resolutions adopting EAP or documentation of why EAP was not adopted and related alternate plans	October 1, 2012
8. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

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#### **D. Conduct Energy Efficiency Savings Analyses for Annual Greenhouse Gas**

**Inventories:** The Implementer will ensure the completion of energy efficiency analyses for the greenhouse gas inventories conducted for each Participating Municipality in Task 2.B, above. The Implementer will ensure that in developing the energy savings analysis for the green house gas emissions, the use of using the California Climate Action Registry’s “General Reporting Protocol” and other industry-recognized methods is investigated. The Implementer will provide a plan for conducting the analyses describing the general method and the quantitative methodology, and rationale for selecting them, data collection effort, results to be reported and any software programs being used to develop the energy savings analysis for greenhouse gas inventory (“GHG EE Analysis Plan”). The GHG EE Analysis Plan will also include a plan for a greenhouse gas inventory update process, including identification of next steps and provisions to identify funding sources and responsible agencies to properly update the inventory at a frequency to ensure that updates do not skew over time.

Using the methodology in the GHG EE Analysis Plan, the Implementer will facilitate the conducting of energy savings analyses for greenhouse gas inventories for each Participating Municipality, and provide a report of the results with source files and back-up data (“GHG EE Analysis Report”) for each Participating Municipality.

The Implementer will ensure that other cities or special districts throughout Kern County will have opportunities to participate in the development of Work products, as appropriate, by attending meetings or by reviewing documents. The Implementer will develop and implement a plan to share best practices and lessons learned from Work performed under Task 2 with other local governments (“Information Sharing Plan”). Information distribution channels will include, but not be limited to, presentations at conferences or meetings, Websites or online toolboxes, and newsletters and/or other publications as approved by the CPM. To the greatest extent practicable and appropriate, the Implementer will ensure that the Work being conducted under this Contract may be leveraged to facilitate the efforts of the Statewide Energy Efficiency Collaborative (SEEC), particularly those to develop greenhouse gas protocol training programs for local governments.

Implementer will provide all materials developed under this task to CPM for review and comment.

#### **Task Goals & Objectives**

The Implementer will fulfill the following goals and objectives:

1. Collect results of energy efficiency analyses for greenhouse gas inventories for all Participating Municipalities;

2. Develop a plan for greenhouse gas inventory updates; and
3. Share Program information, best practices and/or lessons learned with other local governments.

**Task Performance Indicators**

The Implementer will, at a minimum, track the following information:

1. Number of energy efficiency analyses conducted under Task 2.D;
2. Number of jurisdictions receiving Program information, best practices and/or lessons learned as per the Information Sharing Plan; and
3. Number and types of channels used to share Program information, best practices and/or lessons learned;

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Analyzing the cost savings and other benefits attributable to the collaborative nature of the Work conducted as part of the Program.

<b>Task 2.D. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft GHG EE Analysis Plan	May 1, 2012
2. Final GHG EE Analysis Plan	June 29, 2012
3. Draft GHG EE Analysis Report	September 20, 2012
4. Final GHG EE Analysis Report	October 1, 2012
5. Draft Information Sharing Plan	September 4, 2012
6. Final Information Sharing Plan	October 1, 2012
7. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

**Task 3 – Invoicing and Reporting**

**A. IR Tool:** After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:

1. Enables Implementer to provide SCE with required Program information;
2. Provides CPM the capability to access Implementer’s Program information and create

- reports; and
3. Provides miscellaneous reporting support for SCE’s internal and CPUC reporting requirements.

**B. Submission of Information into IR Tool:** Implementer will update the IR Tool on a Monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.

**C. Monthly Invoicing and Reporting:** All required Monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. Implementer will implement these modifications in a timely manner and they will be reflected in future invoice documentation.

**D. SCE’s Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and they will be reflected in future invoice documentation.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Quarterly regulatory reports (Appendix B) to SCE	Quarterly, by the 30 <sup>th</sup> Calendar Day for Work completed the preceding quarter, through October 31, 2012
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires, up to a maximum of 4 Ad Hoc Reports per

	year
5. Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

**Task 4 - Ramp-Down and Shutdown Program**

**A. Program Ramp-Down:** Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shutdown, the Program ramp-down period will commence no later than September 1, 2012. Implementer’s plan for Program ramp-down will take into consideration that all Work under Tasks 1-4 must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

**B. Program Shutdown:** Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

<b>Deliverable(s)</b>	<b>Due Date(s)</b>
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all Work under Tasks 1-4	No later than October 15, 2012

**Task 5 - Final Program Report**

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program’s progress and accomplishments through October 15, 2012 (“Final Report”). At a minimum, the Final Report will cover:

**A. Goal Attainment:** Documentation that substantiates the Implementer’s achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.

**B. Program Achievement Discussion:** Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.

**C. Program Challenges:** What were the significant obstacles that were overcome?

**D. Lessons Learned:** Could a Program of this scale have accomplished more?

**E. Program Improvement Recommendations:** What improvements could have been made to help the Program be even more successful?

**F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than October 15, 2012
2. Submit revised Final Report for SCE review and approval	The earlier of October 31, 2012 or within 2 weeks of receipt of SCE comments

SECTION 6: PAYMENT

**A. Payment Terms:** The Implementer Budget will utilize 100% time and material based payments (“T&M payments”). Payment of the Implementer’s budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Contract and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

**B. Implementer Budget Limit:** Under no event will Implementer exceed the total amount budgeted by SCE for this Contract of **\$1,176,000**

**Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Section 10.2.2 for more information)**

Implementer Job Function	Hourly Rate for years 2010-2012	% of Total Hours
	(\$/Hour)	
Senior Consultant	\$295.00	NA

Executive Director	\$171.00	1%
Director of Admin Svcs.	\$137.00	2%
Regional Planner III, Step 4 LU	\$81.00	30%
Regional Planner III, Step 8 BN	\$94.00	25%
Regional Planner III, Step 7 GIS MH	\$89.00	1%
Regional Planner I, Step 4 SC	\$46.00	2%
Regional Planner I, Step 1 RI	\$43.00	10%
Administrative Assistant III	\$105.00	3%
Administrative Assistant I, Step 2 FS	\$55.00	8%
Administrative Assistant, Step 1 AB	\$41.00	7%
Office Services Assistant	\$45.00	10%
Executive Secretary	\$63.00	1%
<b>Average Rate (Implementer Staff)</b>	<b>\$73.91</b>	<b>100%</b>

**Table 2: Implementers Budget Breakdown**

<b>Item</b>	<b>%</b>	<b>\$</b>
1) Administration	7.8%	\$91,400
2) Marketing/Outreach Costs	9.9%	\$117,000
3) Direct Program Costs	82.3%	\$967,600
<b>Total Implementer Budget: 1) + 2) + 3)</b>	<b>100%</b>	<b>\$1,176,000</b>

SECTION 7: PERFORMANCE INDICATORS

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

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## **Appendix A: Monthly Invoicing and Reporting Requirements**

### **A. Requirements**

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 5) and final invoice will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

### **B. Procedures**

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
  - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
  - Program Tracking Flat File – Uploaded electronically into the IR Tool;
  - Financial Flat File – Uploaded electronically into the IR Tool;
  - Monthly Narrative - Hard Copy with invoice submission;
  - Deliverable Table – Uploaded electronically.
  - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
  - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

### **C. Monthly Narrative**

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- 
- Administrative activities;
  - Marketing activities;
  - Direct Implementation activities;
  - Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
  - Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
  - Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
  - Changes to staffing and staff responsibilities, if any;
  - Changes to contacts, if any;
  - Changes to Subcontractors and Subcontractor responsibilities, if any; and
  - Number of Program complaints received.

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## Appendix B: Regulatory Reporting Requirements

### 1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

### 2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

**2.1. Expenditures** for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**2.2. Program Narratives** – For the Program, a description of the Program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

**2.3. Implementer will provide additional data or information as required by the CPUC.**

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### 3. Annual Reports

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

**3.1. Expenditures** for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
  - Administrative Cost
  - Marketing/Advertising/Outreach Costs
  - Direct Implementation Cost

**3.2. Program Narratives** – For the Program, a description of the Program activities occurring during the year.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer’s assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

**3.3. Implementer will provide additional data or information as required by the CPUC.**

#### 4. Allowable Costs

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>	
	<b>Managerial and Clerical Labor</b>
	Implementer Labor – Clerical
<u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u>	*Implementer Labor - Program Design
	*Implementer Labor - Program Development
	*Implementer Labor - Program Planning
	*Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
<u>Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</u>	<b>**Travel and Conference Fees</b>
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel – Airfare
	Implementer - Travel – Lodging
	Implementer - Travel – Meals
	Implementer - Travel – Mileage
	Implementer - Travel – Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction

**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor – Procurement
	Implementer Labor - Shop Services
	Implementer Labor – Administrative
	Implementer Labor - Transportation Services
	Implementer Labor – Automated Systems
	Implementer Labor – Communications
	Implementer Labor - Information Technology
	Implementer Labor – Telecommunications
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Implementer - Bill Inserts
	Implementer – Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor – Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers</b>
	<b>Activity - Direct Labor</b>
	Implementer Labor - Facilities Audits
	Implementer Labor – Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service – Labor</b>

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**Allowable Costs Table**

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer -Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

## Appendix C: Billing Schedule



Appendix C billing  
schedule Kern COG v1

	Sub-Task	Implementer Costs		Subcontractor Costs <sup>2</sup>	Total Program Cost
		Labor <sup>1</sup>	Expenses <sup>2</sup>	Labor & Expenses	
<b>Task 1 - Program Ramp-up</b>		<b>Included In Task 2 through Task 4</b>			
Task 1 (Not-to-Exceed Budget)					
<b>Task 2 - Strategic Plan Goal 1</b>					
A. Develop Regional Energy Action Plan Template	4.1.1				
A.1. Develop Scope for MOU and consultant (Deliverables 2.A.1 & 2.A.2)		\$756		\$27,750	\$28,506
A.2. Develop MOUs (Deliverables 2.A.3 & 2.A.4)		\$378			\$378
A.3. Develop RFP & select consultant (Deliverables 2.A.5, 2.A.6& 2.A.7)		\$126		\$19,755	\$19,881
A.4. Form EAP Working Group & document activities (Deliverables 2.A.8 & 2.A.9)		\$126		\$1,470	\$1,596
A.5. Develop EAP Assessment and Planning Report (Deliverables 2.A.10 & 2.A.11)		\$252		\$69,375	\$69,627
A.6. Develop EAP Template (Deliverables 2.A.12 & 2.A.13)		\$630		\$131,400	\$132,030
A.7. Report monthly tracked Performance Indicators (Deliverable 2.A.14)		\$252		\$27,750	\$28,002
B. Establish Municipal Greenhouse Gas Inventories	4.1.2				
B.1. Prepare Inventory Assessment and Planning Report (Deliverables 2.B.1 & 2.B.2)		\$196		\$36,694	\$36,890
B.2. Develop municipal energy use data collection template (Deliverable 2.B.3)		\$392		\$73,388	\$73,780
B.3. Establish inventories for all Participating Municipalities (Deliverable 2.B.4)		\$1,176		\$220,164	\$221,340
B.4. Report monthly tracked Performance Indicators (Deliverable 2.B.5)		\$196		\$36,694	\$36,890
C. Facilitate Adoption of Municipal Energy Action Plans	4.1.3				
C.1. Prepare EAP Plan (Deliverables 2.C.1 & 2.C.2)		\$7,990		\$38,547	\$46,537
C.2. Develop EAPs for each Participating Municipality (Deliverables 2.C.3, 2.C.4, 2.C.5, 2.C.6 & 2.C.7)		\$70,180	\$3,000	\$342,480	\$415,660
C.3. Report monthly tracked Performance Indicators (Deliverable 2.C.8)		\$2,060		\$4,173	\$6,233
D. Conduct Energy Efficiency Savings Analyses for Annual Greenhouse Gas Inventories	4.1.4				
D.1. Develop GHG EE Analysis Plan (Deliverables 2.D.1 & 2.D.2)		\$835		\$5,000	\$5,835
D.2. Conduct energy efficiency analyses & prepare GHG EE Analysis Reports for all Participating Municipalities (Deliverables 2.D.3 & 2.D.4)		\$835		\$15,260	\$16,095
D.3. Develop Information Sharing Plan (Deliverables 2.D.5 & 2.D.6)		\$835		\$2,400	\$3,235
D.4. Report monthly tracked Performance Indicators (Deliverable 2.D.7)		\$8,435	\$5,500	\$19,550	\$33,485
<b>Task 2 Not-to-Exceed Budget</b>		<b>\$95,650</b>	<b>\$8,500</b>	<b>\$1,071,850</b>	<b>\$1,176,000</b>
<b>Task 3 - Invoicing and Reporting</b>		<b>Included In Task 2</b>			
Task 3 Not-to-Exceed Budget					
<b>Task 4- Ramp-Down and Shut-Down Program</b>		<b>Included In Task 2</b>			
Task 4 Not-to-Exceed Budget					
<b>Task 5 - Submit Final Program Report</b>		<b>Included In Task 2</b>			
Task 5 Not-to-Exceed Budget					
<b>Grand Total (All Tasks) Not-to Exceed Budget</b>	<b>All</b>	<b>\$95,650</b>	<b>\$8,500</b>	<b>\$1,071,850</b>	<b>\$1,176,000</b>

**Notes:**

- 1) **Labor:** Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.
- 2) **Expenses:** All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
  - a) **Material Costs:** Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
  - b) **Subcontract Labor Costs:** Subcontracted Work shall be charged at the hourly rates actually paid by Consultant, not to exceed the hourly rates set forth in the Purchase Order for Work by the Consultant. Consultant shall provide Subcontractor invoices for any Consultant invoice that includes Subcontractor costs.
  - c) **Out-of-Pocket expenses:** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Consultant's overhead costs will not be reimbursed.
  - d) **Travel Costs:** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Consultant's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Purchase Order, or if not stated, at SCE's rate for SCE employees.
- 3) **Budget Changes:** Changes in the Not-to-Exceed Budgets (highlighted in grey) require a Contract change order. All other changes in the Budget require written authorization from the CPM.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF RIDGECREST AND  
KERN COUNCIL OF GOVERNMENTS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2011, by and between the CITY OF RIDGECREST (hereinafter "CITY") and the KERN COUNCIL OF GOVERNMENTS (hereinafter "KERN COG").

R E C I T A L S

**WHEREAS**, local demand for electricity has grown, and is expected to continue to grow in the future to support a growing population and economy and;

**WHEREAS**, citizens and businesses spend substantial amounts of money for energy and it makes economic sense and good public policy to encourage efficiency in populated areas; and

**WHEREAS**, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources; and

**WHEREAS**, it is vital for communities to create Energy Action Plans (EAPs) and greenhouse gas inventories, and integrate the EAP with other long-term plans for the local jurisdiction and for the region; and

**WHEREAS**, there is a growing movement within California communities and businesses to improve everyday business practices and personal lives; and

**WHEREAS**, local agencies should lead their communities with innovative programs to address energy efficiency, sustainability and climate change; and

**WHEREAS**, KERN COG desires to assist CITY by facilitating funding of some of these innovative programs; and

**WHEREAS**, CITY desires to accept conditional funding to enhance its ability to improve the quality of energy efficiency within its area of influence.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, RIDGECREST and KERN COG mutually agree as follows:

1. PURPOSE. To develop and produce a Local Government Operations greenhouse gas inventory and Energy Action Plan for the CITY.
2. TERM. No work will be authorized by the CITY until this MOU has been fully executed by CITY and KERN COG. The term for this MOU shall end on December 15, 2012.
3. RESPONSIBILITIES OF CITY. The CITY shall:
  - a. Designate a city representative in development of a Local Government Operations greenhouse gas inventory and an Energy Action Plan;

- b. Adhere to the requirements attached to the “Subcontractor” as stated in Appendix A: CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT, Kern Council of Governments Strategic Plan Strategies, Between Southern California Edison and Kern Council of Governments;

The designated city representative shall:

- c. Provide information on municipal energy use for the Local Government Operations greenhouse gas inventory;
- d. Establish targets and identify opportunities for greenhouse gas reduction by improving energy efficiency;
- e. Use the template approved by Kern COG for collecting data of municipal energy use;
- f. Work with Kern COG and a consultant to prepare a plan for the development and adoption of the EAP (“EAP Plan”), which will include, at a minimum, a description and schedule for stakeholder input, and plans for the measurement and evaluation of the EAP;
- g. At Kern COG’s request, provide an invitation list, select the meeting site, and attend at least one public workshop within city boundaries to solicit and gather input on the EAP Template and how it should be tailored;
- h. Document the process for gathering and incorporating stakeholder input to the development of CITY’s EAP, including, at a minimum, a list of all events used to gather stakeholder input (e.g., meetings and workshops), including a list of all attendees and respective contact information, and a discussion of how stakeholder input was used in refining the EAP Template.
- i. Conduct an energy savings analysis for greenhouse gas inventories;
- j. Upon completion and satisfactory review and approval, the City Council shall consider adoption of the Energy Action Plan for CITY; and
- k. Establish a schedule for continued energy efficiency savings analyses, for greenhouse gas inventories, and for updates to the Energy Action Plan.

**4. RESPONSIBILITIES OF KERN COG. KERN COG shall:**

- a. Designate a program manager to administer and provide the required reporting as per the Contract and Scope of Work entered into with Southern California Edison on November 18, 2010 and attached to this MOU as Appendix A.
- b. Provide CITY representative with templates, tools, and timelines required to complete the work under this MOU.
- c. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the Greenhouse Gas Inventories in the Participating Municipalities.

<b>Task 2.A. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft consultant Scope	April 29, 2011
2. Final consultant Scope	May 15, 2011
3. Draft MOUs	April 15, 2011
4. Final MOUs	April 23, 2011
5. Draft RFP	May 31, 2011
6. Final RFP	June 23, 2011
7. Bid Award Announcement	August 12, 2011
8. Documentation of EAP WG formation, including a description of the working group's goals and a list of members	June 23, 2011
9. Minutes from all EAP WG meetings	Monthly with Invoicing Requirements (see Task 3) for meetings held the preceding Month
10. Draft EAP Assessment and Planning Report	October 28, 2011
11. Final EAP Assessment and Planning Report	November 15, 2011
12. Draft EAP Template	January 6, 2012
13. Final EAP Template	February 1, 2012
14. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

<b>Task 2.B. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft Inventory Assessment and Planning Report	October 28, 2011
2. Final Inventory Assessment and Planning Report	November 15, 2011
3. Municipal energy use data collection template	November 15, 2011
4. Results of inventories for all Participating Municipalities	March 30, 2011
5. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

- d. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the development of Energy Action Plans for the Participating Municipalities.

- e. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the development of Energy Action Plan Outreach including Public Workshops for the Participating Municipalities.
- f. Designate a program manager to direct the Energy Action Plan public workshops.

<b>Task 2.C. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft EAP Plan	December 1, 2011
2. Final EAP Plan	January 1, 2012
3. Public Workshops on customization of EAPs	July 15, 2012
4. Draft EAP for each Participating Municipality	February 1, 2012
5. Final EAP for each Participating Municipality	August 30, 2012
6. Report on EAP Stakeholder Input	August 30, 2012
7. For all Participating Municipalities - resolutions adopting EAP or documentation of why EAP was not adopted and related alternate plans	October 1, 2012
8. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

<b>Task 2.D. - Deliverable(s)</b>	<b>Due Date(s)</b>
1. Draft GHG EE Analysis Plan	May 1, 2012
2. Final GHG EE Analysis Plan	June 29, 2012
3. Draft GHG EE Analysis Report	September 30, 2012
4. Final GHG EE Analysis Report	October 1, 2012
5. Draft Information Sharing Plan	September 4, 2012
6. Final Information Sharing Plan	October 1, 2012
7. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

- 5. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- 6. Assignment. Neither this MOU nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this MOU (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive

damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

7. Captions. Captions and headings in this MOU are solely for the convenience of the parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions.

8. Notices. All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF RIDGECREST  
Attn: Kurt Wilson, City Manager  
100 West California Avenue  
Ridgecrest, CA 93555

KERN COG: KERN COUNCIL OF GOVERNMENTS  
Attn: Ron Brummett, Executive Director  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

9. Compliance With All Laws. CITY shall, at CITY's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this MOU, and shall faithfully observe in all activities relating to or growing out of this MOU all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force.

10. Independent Contractor. This MOU calls for the performance of the services of the parties as independent contractors entering into a cooperative agreement. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This MOU shall not be construed as forming a partnership or any other association between parties.

11. Liability. No party shall be liable to the other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury or death of persons arising solely from any act or omission of the other party's officers, agents, or employees.

12. Binding Effect. The rights and obligations of this MOU shall inure to the benefit of, and be binding upon, the parties to the MOU and their heirs, administrators, executors, personal representatives, successors and assigns.

13. Corporate Authority. Each individual signing this MOU on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on

behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this MOU.

14. Execution. This MOU is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this MOU. Section 1654 of the California Civil Code shall not apply to the interpretation of this MOU.
15. Further Assurances. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this MOU and the intent of the parties to this MOU.
16. Merger and Modification. This MOU sets forth the entire agreement between the parties and supersedes all other oral or written representations.
17. Termination. This MOU may be terminated by any party upon ten (10) days' written notice, served by mail or personal service, to all other parties.
18. Resource Allocation. All obligations of CITY under the terms of this MOU are subject to the appropriation and allocation of resources by CITY.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed, the day and year first-above written.

"CITY"

"KERN COG"

CITY OF RIDGECREST

KERN COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
RONALD H. CARTER  
Mayor

By: \_\_\_\_\_  
RONALD E. BRUMMETT  
Executive Director

By: \_\_\_\_\_  
PAUL LINDER  
Chairman

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES – PLANNING DIVISION

By: \_\_\_\_\_  
NAME, TITLE

APPROVED AS TO FORM:

City Attorney

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

By: \_\_\_\_\_  
Tom Morgan  
Deputy Kern County Counsel

COUNTERSIGNED:

By: \_\_\_\_\_  
Tyrell Staheli  
Finance Director

# **APPENDIX A**

**CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT  
Kern Council of Governments' Strategic Plan Strategies**

**Between Southern California Edison and Kern Council of Governments**



# City of Ridgecrest

Phone (760) 499-5000 • Fax (760) 499-1500  
100 West California Avenue • Ridgecrest, CA 93555-4054

## FACSIMILE COVER LETTER

DATE: 3/10/10

TO: Linda Urata

FROM: Ann Taylor

COMPANY: Kern Cog

TELEPHONE: (760) 499-5000

TELEPHONE: 661-861-2191

FAX: (760) 499-1500

FAX: 661-324-8245

Linda,

Here is the adopted resolution and  
& signed letter of support. I have  
mailed hard copies to you. If  
you need any additional info,  
please email me. I am out of  
office due furlough and off Monday  
but will be checking email offsite.  
Good luck.

Total pages (including cover letter): 3

**NOTICE:** This facsimile may contain sensitive information which may also be legally privileged and which is intended only for the use of the individual or entity named above. If the reader of this facsimile is not the intended recipient, you are hereby on notice that you are in possession of sensitive and privileged information. Any dissemination or distribution of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify the sender by telephone (collect) and return the original facsimile to sender at the above...



## CITY OF RIDGECREST

Telephone 760 499-5000

FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

March 17, 2010

Kern Council of Government  
1401 19<sup>th</sup> Street Suite 399  
Bakersfield, California 93301

**RE: Support for Grant Proposal by Kern Council of Government to Southern California Edison Company for Implementation of Local Government Strategic Plan.**

Dear Mr. Brummett,

The City of Ridgecrest appreciates the partnership with the Kern Council of Governments on coordinating efforts to promote energy efficiency in County facilities as well as in land use planning. Southern California Edison Company under the direction of the California Public Utilities Commission (CPUC) (Decision 09-09-047) is funding a grant program for implementation of local government goals found in the CPUC California Long-Term Energy Efficiency Strategic Plan (CEESP) ([www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com)). The specific goals for local government focus on energy efficiency for both the municipal facilities and the energy from land uses.

The Board supports Kern COG's submittal of a proposal for the County and cities in the SCE delivery area (California City, Delano, McFarland, Tehachapi and Ridgecrest) for funding to assist in the completion of the energy inventory for the Greenhouse Gas emission inventory and development of an energy chapter for the Climate Change Action Plan or energy plan for each jurisdiction. We look forward to continuing to work with Kern COG on these important energy efficiency programs.

Sincerely,

*Steven P. Morgan*

Steven P. Morgan, Mayor

**RESOLUTION NO. 10-22****A RESOLUTION OF THE RIDGECREST CITY COUNCIL TO SIGN A LETTER IN SUPPORT FOR GRANT PROPOSAL BY KERN COUNCIL OF GOVERNMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR IMPLEMENTATION OF A LOCAL GOVERNMENT STRATEGIC PLAN**

**WHEREAS**, Southern California Edison Company under the direction of the California Public Utilities Commission (CPUC) (Decision09-09-047) is funding a grant program for implementation of local government goals found in the CPUC California Long Term Energy Efficiency Strategic Plan (CEEPS)

**WHEREAS**, the specific goals for the local governments who participate in the program focus on energy efficiency for both the municipal facilities and energy resulting from land uses

**WHEREAS**, Kern COG through its current local government partnership effort proposes to submit a proposal for the county and cities in SCE delivery area (California City, Delano, McFarland, Tehachapi, Ridgecrest, and County of Kern) for funding to assist in the completion of the energy inventory for the GHG (Greenhouse Gas) emission inventory and development of an energy chapter for the Climate change Action Plan or energy plan for each jurisdiction

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City Ridgecrest does hereby support for grant proposal by Kern Council of Government to Southern California Edison Company for Implementation of a local Government Strategic Plan

**APPROVED AND ADOPTED THIS** 17<sup>th</sup> day of March 2010 by the following vote.

**AYES:** Mayor Morgan, Council Members Carter, Wiknich, Holloway, and Taylor

**NOES:** None

**ABSENT:** None

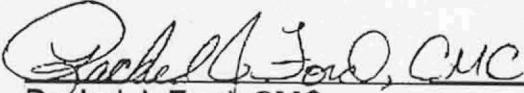
**ABSTAIN:** None

*Steven P. Morgan*

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Steven P. Morgan, Mayor

**ATTEST:**

  
Rachel J. Ford, CMC  
City Clerk

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**10**

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

<b>SUBJECT:</b> Discussion of process for evaluating curbside solid waste and recycling collection proposals
<b>PRESENTED BY:</b>
<b>SUMMARY:</b>  Background: The City recently released a Request for Proposals (RFP) and draft franchise agreement for curbside solid waste and recycling collection. The City recently hosted a pre-bidders conference with seven potential haulers to present information, answer questions, and interact with prospective haulers and is anticipated several bid packages by the August 1 <sup>st</sup> deadline. The final proposals will need to be evaluated immediately after receipt in order to comply with the aggressive timeline set by the City to enter a new franchise agreement.  The evaluation process can be performed solely by the City's consultant, solely by the City Council, solely by a City-appointed citizen/stakeholder group, or by some combination of the three. Each option has strengths and weaknesses in balancing the technical nature of the subject-matter, the time constraints required, and the Council's continued desire to be as inclusive as possible.  The consultant estimates the reading time to be 3-5 hours per proposal in addition to time for meeting and reaching concurrence for all evaluators. The entire process is likely to require a 20-30 hour commitment within a very short time span immediately following August 1 <sup>st</sup> .
<b>FISCAL IMPACT:</b> No Fiscal Impact Reviewed by Finance Director
<b>ACTION REQUESTED:</b> Requested Action – provide direction to staff regarding process for evaluating curbside solid waste and recycling collection proposals
<b>CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:</b>  Action as requested:

Submitted by: Kurt Wilson

Action Date: July 20, 2011

(Rev. 6/12/09)

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