

# TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



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

**TOWN COUNCIL: 5:00 PM  
TUESDAY, MARCH 17, 2026**

Yucca Valley Community Center - Yucca Room  
57090 Twentynine Palms Hwy  
Yucca Valley, Ca 92284

### **Join Zoom Meeting**

<https://zoom.us/j/98015840668?pwd=ltFz5EWkd7UqOtfuZFbwTZ6GVUdyn.1>

Meeting ID: 980 1584 0668

Passcode: 377483

Use the above link to virtually access the meeting. You will automatically be muted upon entry. During the meeting, participants will be prompted to "raise hand" or inform the meeting moderator when wishing to make a public comment. Comment time is limited to 3 minutes or as instructed by the Mayor/Chair. If any technical difficulties occur resulting in lack of connectivity or virtual streaming, the in-person meeting will continue to proceed.

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### **Town Council**

Merl Abel, Mayor  
Jim Schooler, Mayor Pro Tem  
Rick Denison, Council Member  
Jeff Drozd, Council Member  
Robert Lombardo, Council Member

\* \* \* \*

### **TOWN ADMINISTRATIVE OFFICE:**

**760-369-7207**

Public Comments: [townclerk@yucca-valley.org](mailto:townclerk@yucca-valley.org)  
[www.yucca-valley.org](http://www.yucca-valley.org)

**AGENDA**  
**MEETING OF THE TOWN COUNCIL**  
**TUESDAY, MARCH 17, 2026, 5:00 PM**

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

The meeting agenda packet is available for public view in the Town Hall lobby and on the Town's website at [www.yucca-valley.org](http://www.yucca-valley.org) prior to the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at (760) 369-7209 ext. 226.

If you wish to comment on any agenda item or on any subject not on the agenda during public comments, please fill out a request to speak card and give to the Town Clerk/Commission Secretary. Comment time is limited to 3 minutes.

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

**OPENING CEREMONIES:**

**Call to Order**

**Roll Call**

Council Members Denison, Drozd, Lombardo, Schooler, and Mayor Abel

**Pledge of Allegiance**

**Invocation**

**Presentations, Introductions, Recognitions**

1. Chamber of Commerce Update presented by President/CEO Tonya Chiu
2. Recognition and Appreciation of Town Clerk, Lesley Copeland for Her Years of Service and Retirement

**Approval of Agenda**

3. Agenda Approval

**Recommendation:**

Approve the meeting agenda as prepared.

**Consent Agenda**

All items listed on the consent agenda are routine matters or formal documents covering previous Town Council instruction. Items are enacted by one motion and a second without separate discussion unless a member of the Town Council or Town Staff requests dialog on a specific item at the beginning of the meeting. Requests for public comment on the consent agenda items should be filed with the Town Clerk.

4. Approval of Minutes- March 3, 2026

**Recommendation:**

**Approve the meeting minutes of Tuesday, March 3, 2026 as presented.**

5. AB1234 Reporting Requirements

**Recommendation:**

**Receive and file the AB1234 Reporting Requirement Schedule for the month of February 2026.**

6. Ratification of Warrant Registers

**Recommendation:**

**Ratify the Payroll Registers totaling \$293,692.91 dated February 13, 2026, and \$305,437.55 dated February 27, 2026. Ratify the Warrant Registers totaling \$4,551,072.59 for the period of February 1, 2026, through February 28, 2026.**

7. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009  
Consultant Services Contract Amendments

**Recommendation:**

**Approve the contract amendments as follows:**

- **Contract Amendment No. 2 for an increase of \$125,000.00 to Geocon West, Inc. for additional Inspection Services, increasing the total contract amount to \$647,400; and**
- **Contract Amendment No. 2 for an increase of \$75,000.00 to Landmark Consultants, Inc. for additional Geotechnical Services, increasing the total contract amount to \$294,750.**

8. General Plan Annual Report 2025

**Recommendation:**

**That the Town Council receives and files the General Plan Annual Housing Element Progress Report.**

9. On-Call Berm Repair and Replacement Maintenance Services – Award of  
Maintenance Services Contract

**Recommendation:**

**That the Town Council awards a two-year maintenance service agreement to Apex Paving Co., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$1,000,000.00 for on-call asphalt berm repair and replacement maintenance services.**

10. Records Retention Schedule Update

**Recommendation:**

**Adopt Resolution No. 26- Approving the update to the Town's Records Retention Schedule as attached hereto as Exhibit "A"**

**Department Reports**

11. Consideration of Joint Powers Agreement Participation in the San Bernardino Regional Housing Trust

**Recommendation:**

**Adopt a Resolution approving membership in the Joint Powers Authority for the San Bernardino Regional Housing Trust and authorizing the Mayor and/or Town Manager to execute the Joint Exercise of Powers Agreement, subject to non-substantive clerical changes, and appoint the Mayor or a member of the Town Council to represent the Town as a board member of the newly formed Trust Board of Directors.**

12. 2026 Town Point-in-Time Count Update and Related Recommendations

**Recommendation:**

**That the Town Council receive and file an update on the 2026 Point-in-Time Count Activity and provide direction regarding the creation of a Town Community Engagement and Homeless Outreach Coordinator.**

### **Future Agenda Items**

#### **Public Comments**

The Town Council takes this time to consider your comments on items of concern which are not on the agenda. When you are called to speak, please state your name and community of residence. Please limit your comments to 3 minutes or less. Inappropriate behavior which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not on the printed agenda.

#### **Staff Reports and Comments**

##### **Mayor and Council Member Reports and Comments**

Council Member Denison  
Council Member Drozd  
Council Member Lombardo  
Mayor Pro Tem Schooler  
Mayor Abel

#### **Announcements**

Upcoming Meeting Schedule: The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, April 7, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

**Town of Yucca Valley**  
**Town Council Meeting Minutes**  
**March 3, 2026**

**Call to Order**

**Roll Call**

Present: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

Absent: Jim Schooler (Excused)

**Pledge of Allegiance**

Led by Deputy Town Manager Luckino

**Invocation**

Led by Logan Smit, Calvary Bible Institute

**Presentations, Introductions, Recognitions**

**1. Introduction of Miss Yucca Valley and Court- John Babrowski, Yucca Valley Sunset Rotary**

2026 Miss Yucca Valley Sophia Abbott, First Princess Taylor Soares, Second Princess Kielliegh Gibbs, and Third Princess Hailey Regimbal were introduced to the Town Council.

**Approval of Agenda**

**2. Agenda Approval**

**Motion:**

Approve the meeting agenda as prepared.

**Result:** Passed (Yes 4, No 0, Abstained 0)

**Mover:** Council Member Rick Denison

**Second:** Council Member Jeff Drozd

**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**Consent Agenda**

Mayor Abel opened public comments for the consent agenda items. With no members of the public wishing to speak, public comments were closed.

**3. Approval of Minutes- Tuesday, February 17, 2026**

**Motion:**

Approve the meeting minutes of Tuesday, February 17, 2026 as presented.

**Result:** Passed (Yes 4, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison  
**Second:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**4. Ordinance 333- Second Reading- Sidewalk Maintenance**

**Motion:**  
Adopt Ordinance 333 entitled:

**AN ORDINANCE OF THE YUCCA VALLEY TOWN COUNCIL AMENDING CHAPTERS 6.04 (ABATEMENT OF PUBLIC NUISANCES) AND 11.100 (SIDEWALKS) OF THE YUCCA VALLEY MUNICIPAL CODE TO UPDATE AND EXPAND ENUMERATED PUBLIC NUISANCE CONDITIONS AFFECTING SIDEWALKS, PARKWAYS, AND THE PUBLIC RIGHT-OF-WAY AND CLARIFY THE DEFINITION OF SIDEWALKS**

**Result:** Passed (Yes 4, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison  
**Second:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**Department Reports**

**5. Revenue Measure Oversight Commission Appointments**

Town Clerk Copeland presented the staff report seeking appointment for two individuals to serve on the Town's Revenue Measure Oversight Commission and explained the Town received five applications from interested individuals following a public recruitment period.

The applicants in attendance introduced themselves.

Mayor Abel opened public comments. With no members of the public wishing to speak, public comments were closed.

The Town Council complemented the pool of applicants and thanked each for stepping up with a willingness to serve.

**Motion:**  
Appoint Beth Damis and Eric Linnert to the Revenue Measure Oversight Commission for terms ending April 1, 2029.

**Result:** Passed (Yes 4, No 0, Abstained 0)  
**Mover:** Mayor Merl Abel  
**Second:** Council Member Rick Denison  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**6. Town Sponsorship of the 2026 Morongo Basin Humane Society Joshua Tree No-Kill Shelter “Woof Walk” Fundraising Event**

Community Services Manager Earnest presented the staff report seeking approval of a fee waiver to the Morongo Basin Humane Society for the use of Essig Park for the annual "Woof Walk" fundraiser. The amount of the fee waiver is estimated at \$1,426.

Mayor Abel opened public comments.

The following individuals spoke in favor of the fee waiver:  
Cheryl Contopulous, Yucca Valley  
Linda Root, Yucca Valley  
Greg Gendron, Yucca Valley

With no other members of the public wishing to speak, Mayor Abel closed public comments.

Mayor Abel commented favorably on the community event.

**Motion:**

Approve Town sponsorship of the 2026 Morongo Basin Humane Society Joshua Tree No-Kill Shelter “Woof Walk” Fundraising Event through in-kind support including waiver of fees for facility use, equipment rental, and staff hours in the amount of \$1,426.00.

**Result:** Passed (Yes 4, No 0, Abstained 0)  
**Mover:** Mayor Merl Abel  
**Second:** Council Member Rick Denison  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**7. Senior Center Facility Reopening Update**

Community Services Manager Earnest updated the Town Council on plans to reopen the newly-revitalized Senior Center. Earnest explained that after a one-week closure

of both the temporary site and the permanent facility, staff is anticipating a soft opening on April 6 with a grand opening event on April 13th.

Mayor Abel opened public comments. With no members of the public wishing to speak, public comments were closed.

Mayor Abel complimented staff for creating an inviting place during construction and inquired on the location of the future bingo games.

## **8. Park & Facility Naming – Revitalized Yucca Valley Senior Center**

Community Services Manager Earnest presented the staff report for renaming of the revitalized senior center facility. Earnest reviewed the PRCC discussion and community input.

Mayor Abel opened public comments.

Tish Pryzbocki, Yucca Valley spoke against the proposed name and would like to see Yucca Valley stay as part of the name for location clarity.

Jerome Manne, Yucca Valley provided the inclusion of "senior center" in the name provides clarity of the type of facility.

With no other members of the public wishing to speak, Mayor Abel closed public comments.

Mayor Abel spoke against the use of the term "pavilion" as it doesn't properly describe the facility and noted including the word "Senior" in the name would be better. Abel reported that Mayor Pro Tem Schooler provided comment offline that the "Desert Willow Senior Center" is favorable. Abel likes Desert Willow Center, or Willow Center to complement the room naming theme already in use at the community center complex.

Council Member Lombardo provided comment that a shorter tagline might be easier and offered "Willow Center For Active Seniors"

Council Member Denison explained the input received on naming the facility and would like the name to easily identify space. Denison noted the proposed name seems too long and likes "Willow Center for Seniors", or "Desert Willow Center for Seniors"

Council Member Drozd explained an internet search would find the facility, whatever the name is, and would like to include Desert Willow in the name, such as Desert Willow Senior Center or Desert Willow Senior and Social Center.

**Motion:**

Review the recommendation of the Parks, Recreation and Cultural Commission to rename the Senior Center facility under the framework of the adopted Park & Facility Naming Policy and rename the Senior Center facility the *Desert Willow Center - for Seniors*

**Result:** Passed (Yes 4, No 0, Abstained 0)

**Mover:** Council Member Rick Denison

**Second:** Council Member Robert Lombardo

**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

**9. FY 2026-28 Public Art Planned Programs Review and Approval**

Recreation Supervisor Rardon presented the staff report for the planned public art programming for FY 2026-28 with an estimated program cost of \$59,250 not including staff costs.

Mayor Abel opened public comments. With no members of the public wishing to speak, public comments were closed.

Mayor Abel inquired about the current budget amount for public art and requested clarification on the proposed coyote call for art program. Abel spoke in favor of a two-year program and suggested moving the Together We Can sculpture to Brehm Park and using the funds planned for the Brehm Park artwork applied to a different project. Abel was not in favor of a mural at the Community Center at this time.

Council Member Drozd spoke favorably of the plan, but questioned the proposed mural at the community center. Drozd agreed with Mayor Abel to move the Together We Can sculpture to Brehm Park.

Council Member Denison spoke favorably of the public arts program and likes the concept of the coyote call for art exhibit and though he likes the idea of a mural at the community center, we might want to wait until some of the improvements at the community center complex are complete.

Council Member Lombardo complemented staff for the creativity and expressed he is in full support of the art community. Lombardo requested clarification on the coyote call for art exhibit and felt the north wall of the community center would be a good location for a potential mural.

**Motion:**

Accept the recommendation of the Parks, Recreation and Cultural Commission to

approve the planned programs for the FY 26-28 Public Art Program except for allocating funds for the proposed mural at the community center, and the proposed art at the entrance to the Brehm Park building, and hold these funds (\$14,500) for future public art projects.

**Result:** Passed (Yes 4, No 0, Abstained 0)

**Mover:** Mayor Merl Abel

**Seconded:** Council Member Rick Denison

**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

### **Public Comments**

Mayor Abel opened public comments for items not on the agenda.

Norman Shertzman, Yucca Valley spoke against the number of tumbleweeds on a nearby property which is creating additional work for him.

Roger Fruichantie, Yucca Valley spoke in frustration about the large number of tumbleweeds in his neighborhood.

Susan Walls, Joshua Tree thanked the Council for their support of the local microchipping program and would like to see San Bernardino County assisting in the spay and neuter programs. Walls questioned why the volunteer program is still not up and running.

Cheryl Contopulous, Yucca Valley requested to have animal shelter items on the agenda and inquired on outstanding items from the operational review. Contopulous complemented staff for the shelter outreach and suggested a mission statement for the shelter.

Janice Taitel, Yucca Valley commented on the Town's invocation policy and recent invocations at the Town Council meetings.

Debra Savitt, Yucca Valley asked for inclusion in the Town's invocation policy.

Greg Gendron, Yucca Valley suggested using the Town's website to list found strays to help get those animals back to their owners.

Diana Persinger, Yucca Valley inquired if the budget would be increasing for the Yucca Valley Animal Shelter for additional services and expansion.

With no other members of the public wishing to speak, Mayor Abel closed public comments.

### **Staff Reports and Comments**

Public Works Director Qishta provided an update on the current roadway project at the corner

of Yucca Mesa Road and Buena Vista.

Deputy Town Manager Luckino updated the Town Council on the status of the Farmers Market event.

San Bernardino County Sheriff's Sergeant Scalise provided a safety update.

Town Manager Yakimow updated the Town Council on recent legislative action to support funding of improvements on Palm Ave.

### **Mayor and Council Member Reports and Comments**

Council Member Lombardo congratulated Miss Yucca Valley and Court and expressed he is excited to see the revitalized senior center opening and the opening of the Yucca Valley Farmers Market. Lombardo reported on local inquiries to support new, small businesses and would like to explore options to utilize empty buildings in the community. Lombardo spoke of concern about the tumbleweed issue expressed during public comment.

Council Member Denison thanked Rotarian Babrowski for his leadership and guidance with the Miss Yucca Valley participants.

Mayor Abel reminded the community of the Flying Doctors event this coming weekend and announced the upcoming Healthy Hearts Run.

### **Announcements**

With no further business, Mayor Abel adjourned the meeting at 7:12 p.m.

Respectfully Submitted,

Lesley Copeland, CMC  
Town Clerk

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Iryna Hess, Accounting Technician

**Date:** March 4, 2026

**Meeting Date:** March 17, 2026

**Subject:** AB1234 Reporting Requirements

**Recommendation:**

Receive and file the AB1234 Reporting Requirement Schedule for the month of February 2026.

**Prior Review:**

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

**Discussion:**

AB1234 requires members of a legislative body to report on "meetings" attended at public expense at the next meeting of the legislative body. "Meetings" for purpose of this section are tied to the Brown Act meaning of the term: *any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains*. Qualifying expenses include reimbursement to the member related to meals, lodging, and travel.

An example of when a report is required is when a Town Council member represents his or her agency on a joint powers agency board and the Town pays for the official's expenses in serving in that representative capacity. Additionally, in the spirit of AB1234, the Yucca Valley Town Council also reports all travel related to conference and training attended at public expense.

Although the AB1234 report can be either written or oral, this report must be made at the next meeting of the legislative body that paid for its member to attend the meeting.

**Alternatives**

None

**Fiscal Impact:**

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

**Attachments**

1. AB1234 February 2026

**Town of Yucca Valley**  
**Council Member AB1234 Meeting Schedule**  
**February 2026**

Date of Travel	Organization	Description	Location
<b>Mayor Merl Abel</b>			
	No reportable meetings		
<b>Mayor Pro Tem Jim Schooler</b>			
	No reportable meetings		
<b>Council Member Rick Denison</b>			
02/11/26	SBCTA	Legislative Policy Committee Meeting	San Bernardino, CA
02/11/26	SBCTA	General Policy Committee Meeting	San Bernardino, CA
02/12/26	SBCTA	Transit Committee Meeting	San Bernardino, CA
02/24/26-02/25/26	SBCTA	Legislative and Visioning Representation	Sacramento, CA
<b>Council Member Jeff Drozd</b>			
	No reportable meetings		
<b>Council Member Robert Lombardo</b>			
	No reportable meetings		

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Iryna Hess, Accounting Technician, Jordan Gumbish, Finance Manager

**Date:** March 4, 2026

**Meeting Date:** March 17, 2026

**Subject:** Ratification of Warrant Registers

**Recommendation:**

Ratify the Payroll Registers totaling \$293,692.91 dated February 13, 2026, and \$305,437.55 dated February 27, 2026. Ratify the Warrant Registers totaling \$4,551,072.59 for the period of February 1, 2026, through February 28, 2026.

**Prior Review:**

None for this item

**Discussion:**

The attached Warrant Registers lists the warrants that have been paid for the periods identified above. The Finance Department certifies that to the best of staff's knowledge and review, the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the Town Council for ratification.

**Alternatives**

None for this item

**Fiscal Impact:**

The warrants presented were drawn in payment of demands included within the adopted budget.

**Attachments**

1. Payroll Register - February 13, 2026
2. Payroll Register - February 27, 2026
3. Warrant Register 02.01.2026-02.28.2026

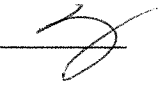

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER**  
**CHECK DATE - February 13, 2026**

Fund Distribution Breakdown

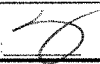
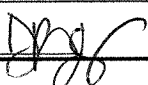
**Fund Distribution**

General Fund	\$271,626.12
Gas Tax Fund	3,567.10
Measure I Fund	15,479.52
Measure Y Fund	3,020.17

**Grand Total Payroll** \$293,692.91

Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period - Paid 02/13/2026  
(January 24, 2026 - February 06, 2025)  
Checks: 5808 - 5808

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	710.40	0.00	710.40
Direct Deposit	151,569.32	0.00	151,569.32
Sub-total	152,279.72		152,279.72
<b><u>Employee Tax Withholding</u></b>			
Federal	19,639.62		19,639.62
Medicare	2,834.63	2,834.64	5,669.27
Medicare Surtax	-	-	-
State	8,468.65		8,468.65
Sub-total	30,942.90	2,834.64	33,777.54
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Adjustment		-	-
Deferred Compensation	7,112.79	3,833.15	10,945.94
PERS Survivor Benefit	50.00		50.00
Health Café Plan	4,436.52	19,623.28	24,059.80
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	630.00		630.00
PERS EE - Contribution 7.75 %	7,085.42		7,085.42
PERS EE - Contribution 7%	1,309.28		1,309.28
PERS EE - Contribution 8%	4,558.34		4,558.34
PERS Retirement - Employer 7.96%	-	7,277.41	7,277.41
PERS Retirement - Employer 10.19%	-	1,905.94	1,905.94
PERS Retirement - Employer 15.30%	-	8,717.85	8,717.85
PERS UAL Retirement - Employer 41.55%	-	23,674.89	23,674.89
Wage Garnishment - Employee	1,054.13	-	1,054.13
Life & Disability Insurance		1,793.40	1,793.40
Pension Fund Stabilization		1,725.25	1,725.25
Other Post Employee Benefit's		3,450.43	3,450.43
Unemployment Insurance		3,338.42	3,338.42
Workers' Compensation		5,723.08	5,723.08
Sub-total	26,572.55	81,063.10	107,635.65
<b>Gross Payroll</b>	<b>\$209,795.17</b>	<b>\$83,897.74</b>	<b>\$293,692.91</b>
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER**  
**CHECK DATE - February 27, 2026**

Fund Distribution Breakdown



**Fund Distribution**

General Fund	\$284,989.19
Gas Tax Fund	3,567.10
Measure I Fund	13,756.63
Measure Y Fund	3,124.63

**Grand Total Payroll** \$305,437.55

Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
 Pay Period - Paid 02/27/2026  
 (February 07, 2025 - February 20, 2026)  
 Checks: 5809 - 5809

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	526.49	0.00	526.49
Direct Deposit	153,917.23	0.00	153,917.23
Sub-total	154,443.72		154,443.72
<b><u>Employee Tax Withholding</u></b>			
Federal	19,467.76		19,467.76
Medicare	2,926.32	2,926.33	5,852.65
Medicare Surtax	-	-	-
State	8,376.78		8,376.78
Sub-total	30,770.86	2,926.33	33,697.19
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	8,089.71	7,224.53	15,314.24
PERS Survivor Benefit	58.00		58.00
Health Café Plan	5,249.70	23,273.68	28,523.38
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	516.26		516.26
PERS EE - Contribution 7.75 %	7,189.22		7,189.22
PERS EE - Contribution 7%	1,371.35		1,371.35
PERS EE - Contribution 8%	4,618.38		4,618.38
PERS Retirement - Employer 7.96%	-	7,384.02	7,384.02
PERS Retirement - Employer 10.19%	-	1,996.31	1,996.31
PERS Retirement - Employer 15.30%	-	8,832.70	8,832.70
PERS UAL Retirement - Employer 41.55%	-	23,986.80	23,986.80
Wage Garnishment - Employee	1,009.63	-	1,009.63
Life & Disability Insurance		1,670.58	1,670.58
Pension Fund Stabalization		1,745.39	1,745.39
Other Post Employee Benefit's		3,490.75	3,490.75
Unemployment Insurance		3,409.21	3,409.21
Workers' Compensation		5,844.35	5,844.35
Sub-total	28,438.32	88,858.32	117,296.64
<b>Gross Payroll</b>	<b>\$213,652.90</b>	<b>\$91,784.65</b>	<b>\$305,437.55</b>
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

# Town of Yucca Valley

## Warrant Register from 2/01/2026 to 2/28/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066075	Yolanda Perez	2/03/2026	Claim Settlement	808.36
EFT	PARS	2/06/2026		1,303.45
EFT	Lincoln 457 (Payroll)	2/06/2026		2,901.55
EFT	Mission Square	2/06/2026		2,414.75
EFT	Joshua Curtis Slone	2/13/2026	Exercise Physiologist, Senior Programming	625.00
0066143	Cart Retrieval, Inc.	2/13/2026	12/2025 Town-Wide Shopping Cart Retrieval Services	1,120.00
EFT	American Legal Publishing Corp.	2/13/2026	2026 S-8 Supplement Pages - Orinance: print 326 thru 332	1,975.86
0066167	Sylvia L Matthews	2/13/2026	Contracted Youth Basketball Referee Service	782.00
0066182	Raymond Williams	2/13/2026	Contracted Youth Basketball Referee Service	60.00
EFT	DocuSign, Inc.	2/13/2026	eSign Business Pro State and Local Government License, 12/31/2025-12/30/2026	3,335.00
0066170	Gerard Noonan	2/13/2026	Travel Advance, Planning Commissioner Academy, 03.10.26-03.13.26	514.81
EFT	Zoll Medical Corporation	2/13/2026	PO26-10118, AEDs Supply for Community Services	9,311.12
0066145	Regina Costello	2/13/2026	Contracted Instructor, Belly Dance Class	44.10
0066136	Raini Ameli Armstrong	2/13/2026	Contracted Instructor, Watercolor Workshop	56.00
EFT	Electryon Tech LLC	2/13/2026	Internet Connection	129.00
EFT	Electryon Tech LLC	2/13/2026	Internet Connection	129.00
0066176	Penny Lee Shadwick	2/13/2026	Contracted Instructor, Knit and Crochet Class	50.40
0066166	Layton D Matthews	2/13/2026	Contracted Sports Referee Service	240.00
0066163	Layton Matthews	2/13/2026	Contracted Sports Referee Service	360.00
0066155	Robert Harris	2/13/2026	Contracted Referee Services	330.00
0066183	Mary Worthen	2/13/2026	Contracted Instructor, Woodcarving Class	7.00
0066146	County of San Bernardino	2/13/2026	Vector Control Services, 07/01/2025-12/31/2025	33,692.00
EFT	Robert Clapper	2/13/2026	YV Aquatic and Recreation Center Construction Project, thru January 31, 2026	1,496,343.23
EFT	American Business Bank	2/13/2026	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#18, period thru 01/31/2026	78,754.91
0066185	Yucca Valley Sunset Rotary	2/13/2026	2026 Dessert Soiree Premier Sponsorship	2,500.00
0066186	YUCCA VALLEY TOWING, INC.	2/13/2026	Towing Service, Code Enforcement	150.00
0066134	AMERICAN ASPHALT SOUTH, INC.	2/13/2026	2025 Town-Wide Crack/Seal & Slurry/Seal Cape Project	2,208.75
EFT	THE HOME DEPOT U S A INC.	2/13/2026	Credit Card January 2026	2,923.99
0066144	Castrol Premium Lube & Smog Express	2/13/2026	Invoices 87127, 87128	131.92
EFT	WEX Bank	2/13/2026	Fuel	1,177.81
0066137	Arthur Ramirez Gutierrez	2/13/2026	Contracted Youth Basketball Referee Service	390.00
EFT	Burke Williams and Sorensen LLP	2/13/2026	01/26 Professional Services	29,330.17
0066177	Jonathan Clint Stoker	2/13/2026	Travel Advance, Planning Commissioner Academy, 03.10.26-03.13.26	516.38
0066175	San Bernardino Council of Governments	2/13/2026	FY25-26 GA Membership Dues	23,261.00
0066181	Alejandro Vasconcelos	2/13/2026	Travel Advance, Planning Commissioner Academy, 03.10.26-03.13.26	518.41
0066169	Victoria Montgomery	2/13/2026	Contracted Instructor, Stretch "N" Tone Class	117.60
0066171	PARS	2/13/2026	12/25 Annual Asset Fee	300.00
EFT	Dena Bates	2/13/2026	Senior Benefit Assistance Program	130.00
0066179	Brigitte Valdez	2/13/2026	Valentine's Day Event	550.00
0066139	Basin Transit	2/13/2026	Individual Day Bus Passes Supply	112.50
0066133	AIS	2/13/2026	02/26 Copy Charges per Lease	816.65
EFT	GovInvest, Inc.	2/13/2026	Invoices 2024-5326, 2024-5326	10,800.00
EFT	Yunex LLC	2/13/2026	12/25 Traffic Signal Maintenance	333.32
0066174	Roderick Rogers	2/13/2026	Contracted Youth Basketball Official Service	60.00
0066153	Syhelie Amaya Gilmore	2/13/2026	Contracted Youth Basketball Referee Service	180.00

# Town of Yucca Valley

## Warrant Register from 2/01/2026 to 2/28/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066132	Ace Alternators Yucca Valley	2/13/2026	Vehicle Maintenance Supply	81.33
0066135	GREGORY ALLEN REX	2/13/2026	Veterinary Services	777.00
0066140	Be CARB Compliant	2/13/2026	OBD Test	125.00
0066142	Boys & Girls Club of the Hi-Desert	2/13/2026	Invoices 2014-2025 Water Utility, FY22/23 0595-071-01, FY22/23 0595-071-02, FY23/24 0595-071-01, FY23/24 0595-071-02	2,191.69
EFT	Parkers Building Supply	2/13/2026	Credit Card	396.87
EFT	CDW GOVERNMENT	2/13/2026	Annual Autocad License Renewal	2,981.96
0066147	Cutting Edge Supply	2/13/2026	Maintenance Equipment	2,135.74
0066148	CYNTHIA WEAVER	2/13/2026	Embroidered Staff Shirts	1,016.12
0066138	AVALON URGENT CARE INC	2/13/2026	Medical Fees	75.00
0066150	Employment Development Department	2/13/2026	UI Benefit Charges, account ID 932-0490-7, 10-12/2025	2,127.00
EFT	FARMER BROTHERS CO	2/13/2026	Office Coffee Supply	725.28
0066164	FRED'S TIRES	2/13/2026	Vehicle Maintenance Service	350.00
0066156	LORI HERBEL	2/13/2026	Contracted Instructor, Basic Dog Obedience	1,190.00
0066158	Hi-Desert Water District	2/13/2026	Invoices 07-09/2025, Feb-26	535,680.52
0066152	Government Finance Officers Association	2/13/2026	Membership Due, 08/01/25-07/31/26	500.00
0066154	HAJOCA CORPORATION	2/13/2026	Facilities Maintenance Supply	1,144.75
0066160	KELLY PAPER COMPANY	2/13/2026	Invoices 12126414, 12126415, 12139732	1,051.55
0066162	MICHAEL E LANG	2/13/2026	Contracted Instructor, CPR Class	157.50
0066168	MOJAVE DESERT & MTN INTEG WST JPA	2/13/2026	Membership Dues, Q3 01/01/26-03/31/26	6,752.00
0066184	Yucca Valley Auto Parts, Inc.	2/13/2026	Vehicle Maintenance	25.00
EFT	Primo Brands	2/13/2026	Office Bottled Water Supply (TH)	197.84
EFT	Primo Brands	2/13/2026	Office Bottled Water Supply (AS/AC)	141.76
0066172	PRO VIDEO	2/13/2026	Council Meeting Recording	150.00
EFT	SBCO Sheriff's Department	2/13/2026	Invoices 1800002101, 1800002130	1,174,858.00
EFT	SCE	2/13/2026	Electric Service Jan 2026	32,457.23
EFT	Charter Communications	2/13/2026	Cable/Fiber Services	4,173.30
0066173	Quadient Finance USA Inc.	2/13/2026	Postage	1,400.00
0066178	Trophy Express	2/13/2026	Pin Brass Badge	46.31
EFT	TPx Communications	2/13/2026	Phone Service	5,040.20
0066180	Valley Independent Printing	2/13/2026	Invoices 45644, 45683	13,999.00
EFT	Roadrunner Print and Ship	2/13/2026	Invoices 5213, 5242, 5245, 5246, 5271	13,795.95
0066165	Meilani MacDonald	2/13/2026	Contracted Instructor, Arts and Crafts Club	33.60
0066149	Robyn Einhorn	2/13/2026	Invoices Jan-26, Reimbursement	403.88
EFT	Capitol Advocacy LLC	2/13/2026	01/2026 Professional Services	10,000.00
0066141	Lara Bennett	2/13/2026	Invoices Jan-26, Jan-26 Bare, Jan-26 Kids, Jan-26 Pilates	330.00
0066131 [VOID]	Fernando Reyes	2/13/2026	Settlement and Release of All Claims	500.00
EFT	SERVPRO The Landers Group	2/13/2026	General Cleaning @3353 Sage Ave	3,511.50
0066159	HYSTER-YALE MTL5 HANDLING	2/13/2026	Hyster H60A Lift Truck 6,000lb Class V, PO26-10191	36,394.00
0066157	Richard Samuel Hernandez	2/13/2026	Contracted YB Official Service	180.00
0066161	Kyle Bodyfelt	2/13/2026	Contracted YB Official Service	390.00
0066151	Energy Service Partners	2/13/2026	Rufund for the Business Registration	51.00
EFT	Lincoln 457 (Payroll)	2/20/2026		4,048.74
EFT	PARS	2/20/2026		1,352.64

# Town of Yucca Valley

## Warrant Register from 2/01/2026 to 2/28/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Mission Square	2/20/2026		5,544.56
EFT	Mariposa Landscapes Inc.	2/27/2026	01/26 Landscape Maintenance	9,726.56
EFT	EcoFert, Inc.	2/27/2026	01/26 Monthly Program Fees	2,160.00
EFT	Safework, Inc	2/27/2026	YVARC Project Construction Managment, 01/01/2026-01/31/2026	64,648.00
0066198	Cart Retrieval, Inc.	2/27/2026	01/2026 Town-Wide Shopping Cart Retrieval Services	260.00
0066188	Advanced Imaging Solutions	2/27/2026	Copier Leases, 01/01/2026-01/31/2026	5,521.35
0066203	Dispensing Technology Corporation	2/27/2026	UPM Cold Patch #3 Spring/Fall Mix	8,415.80
0066217	Frank J Luckino	2/27/2026	Travel Expense Reimbursement, Napa, 02.10.26-02.13.26.	1,450.70
EFT	UniFirst First Aid + Safety	2/27/2026	Medical Kit Supply	170.45
0066219	Midwest Veterinary Supply, Inc.	2/27/2026	Invoices 27100946-050, 27100946-100	4,195.10
EFT	Spec Construction Co., Inc.	2/27/2026	Senior Center Modernization Phase II Project, 10/31/2025-01/31/2026	330,031.19
0066236	UniFirst Corporation	2/27/2026	Invoices 2200357601, 2200359936, 2200362823, 2200365530	815.09
0066227	Marina Veterinary Center	2/27/2026	Invoices 27470146-050, 27470146-100, 3233, 3248, 3289, 3296, 3327, 3359	4,583.69
0066239	WCS Permits	2/27/2026	Invoices CR56528, CR56529	32.00
EFT	Environmental Systems Research Institute, Inc.	2/27/2026	ArcGIS Online Professional Annual Subscription,m 03/06/26-03/05/27, Customer #138703	4,400.00
EFT	IForm Media LLC	2/27/2026	Vinyl printed Vehicle Wrap for AS/AC	2,583.74
EFT	SML Lifestyle Inc	2/27/2026	Replacement Shirt	28.21
0066223	Municipal Dental Pool C/O Keenan & Associates, SETECH	2/27/2026	Monthly Dental Premium Group ID #22642-00001, Mar 2026	2,324.40
0066229	Safeway Sign Company	2/27/2026	Street Signs	395.96
EFT	Pacific Western Bank	2/27/2026	Credit Card	32,958.91
0066199	Castrol Premium Lube & Smog Express	2/27/2026	Invoices 87314, 87317	122.16
EFT	Southwest Networks, Inc.	2/27/2026	01/26 Contract Billing	2,430.00
0066240	Robert Tenbrook	2/27/2026	Vehicle Repair Sevice, Settlement F.Reyes	4,997.27
EFT	Nena C McCullough	2/27/2026	Senior Center Expenses Reimbursement	98.54
0066212	Peggy Hodges	2/27/2026	Paralegal and Tax Services for Seniors	583.33
EFT	Harrell's LLC	2/27/2026	Invoices INV02137251, INV02140304, INV02141357	2,001.70
EFT	HMC Group dba HMC Architects	2/27/2026	01/26 YV Aquatic Center Project - prop 68	40,000.00
EFT	RHA Landscape Architects-Planners, Inc.	2/27/2026	Invoices 122939, 122958	2,655.00
EFT	Tripepi, Smith & Associates, Inc.	2/27/2026	Invoices 16538, 16540, 16579	12,545.50
0066189	AIS	2/27/2026	Monthly Maintenance & Supplies Contract for KIP 740C Plotter, 02/17/26-03/16/26	116.80
0066224	PlaceWorks, Inc.	2/27/2026	Invoices TYV-09.012, TYV-10.0-7, TYV-11.0-8	22,326.87
0066231 [VOID]	Katherine Shaw	2/27/2026	Refund for V 02-25 & EA 09-25@58238 Alta Mesa Dr	1,008.19
0066206	Frazier Pest Control, Inc.	2/27/2026	Invoices 250239, 250974	465.00
0066214	Landmark Consultants, Inc	2/27/2026	Invoices LP0226-19, LP0226-20, LP0226-50	7,526.90
EFT	FORTE	2/27/2026	Annual Zoom Licenses, 01/17/26-01/17/27	4,102.16
0066201	Dan's Carpet Cleaning	2/27/2026	AS/AC Facility Carpet Maintenance	480.00
0066237	Valley Independent Printing LLC	2/27/2026	Invoices 45623, 45679, 45682	1,853.77
0066238	VCA Yucca Valley Animal Hospital	2/27/2026	Invoices 5563694901, 5563695035, 5563695171, 5563695188, 5563695228, 5563695329, 5563695477, 5563695510, 5563695642,	4,056.64
EFT	THAT SHIRT PLACE	2/27/2026	T-Shirts Supply	11,126.21
0066233	THE PIN CENTER	2/27/2026	35th Anniversary Pins	662.00

# Town of Yucca Valley

## Warrant Register from 2/01/2026 to 2/28/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Turf Star inc	2/27/2026	Reelmaster 3100-D Mover and Accessories, PO26-10190	54,017.01
0066234	ULINE	2/27/2026	Maintenance Supplies	919.17
EFT	SCE	2/27/2026	Electric Service	167.03
EFT	SoCalGas	2/27/2026	Gas Service	5,827.48
EFT	Staples	2/27/2026	Credit Card	3,921.92
0066226	QUALITY STREET SERVICES INC	2/27/2026	Invoices 260555, 260557	16,960.00
EFT	Right of Way, Inc.	2/27/2026	Street Signs Supply	3,964.36
0066228	ROGERS ANDERSON MALODY & SCOTT LLP	2/27/2026	FY24/25 Audit Progress: January 2026 Billing; SB341 Compliance reporting	3,000.00
0066230	SBCO RECORDER	2/27/2026	Release of Pendency	20.00
EFT	Noel Rodney Owsley	2/27/2026	Invoices 02-26-001, 02-26-002, 02-26-003	2,850.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	2/27/2026	Insulated Bags for Parks, AS, Senior Center	710.00
0066241	Yucca Valley Auto Parts, Inc.	2/27/2026	Invoices 530354, 530830	289.41
EFT	Primo Brands	2/27/2026	Office Bottled Water Supply (PW)	26.87
0066221	Morongo Basin Tennis Association	2/27/2026	FY25/26 Measure Y Partnership Agreement	6,250.00
0066215	League of California Cities Desert Mountain Division	2/27/2026	2026 Membership Dues	600.00
0066225	Quadient Leasing USA Inc.	2/27/2026	ComDev and Town Hall Postage Machines Leases 03/17/2026-06/16/2026	1,412.22
EFT	Miracle Recreation Equipment Company, Inc.	2/27/2026	Playground Parts Supply	595.69
0066220	MityLite Inc.	2/27/2026	Senior Center Furnishing Sample	117.66
EFT	Knorr Systems Int'l	2/27/2026	50LB Pulsar Briquettes, PO26-10197	5,454.90
0066209	HAJOCA CORPORATION	2/27/2026	Facilities Maintenance Supply	280.06
0066211	Hi-Desert Water District	2/27/2026	Water Supply Service	4,331.35
EFT	Honeywell International Inc.	2/27/2026	Mechanical & Electrical Service, Mar 2026	5,551.39
EFT	Quinn Company	2/27/2026	Maintenance Supplies	3,232.22
0066213	KCDZ-FM	2/27/2026	Invoices 998-00027-0000, 998-00030-0000, 998-00031-0000, 998-00032-0000, 998-00033-0000	2,714.00
0066207	FULTON DISTRIBUTING CO	2/27/2026	Invoices 693661, 693662	2,087.47
0066208	Golden State Sports Photography	2/27/2026	Balance Due for Golden State Sports Photograph Packages	1,282.47
EFT	FARMER BROTHERS CO	2/27/2026	Office Coffee Supply	273.18
0066205	FEDEX	2/27/2026	Express Shipping Service	115.12
0066204	EWING IRRIGATION PRODUCTS INC	2/27/2026	Irrigation Maintenance Supplies	462.43
0066194	BEAUMONT COMMUNITY YOUTH BASKETBALL	2/27/2026	Beaumont Community Youth Basketball Annual Tournament Fee	1,500.00
0066195	Be CARB Compliant	2/27/2026	TRUCRS Vehicle Reporting	125.00
0066232	DEPARTMENT OF JUSTICE	2/27/2026	Invoices 022392, 9391	534.00
0066202	Desert Arc	2/27/2026	01/26 Cleaning Services	7,232.04
EFT	Desert Fire Extinguisher Co Inc.	2/27/2026	Fire Sprinkler Inspection@ Library	1,137.68
EFT	CHARLES ABBOTT ASSOCIATES	2/27/2026	01/26 Building Permit and Plan Check Fees	31,756.93
0066200	CoreLogic Solutions LLC, Information Solutions	2/27/2026	RQ2 Nationwide Commitment Package, Jan 2026	367.41
0066196	Boys & Girls Club of the Hi-Desert	2/27/2026	FY25/26 Measure Y Partnership Agreement	15,000.00

# Town of Yucca Valley

## Warrant Register from 2/01/2026 to 2/28/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066197	DEBRA BREIDENBACH-STERLING	2/27/2026	Mileage Reimbursement	117.09
0066192	AT&T MOBILITY	2/27/2026	Cell Phone Service	465.89
0066222	MORONGO UNIFIED SCHOOL DISTRICT	2/27/2026	01/26 Fleet Fuel	5,608.84
0066187	ACTION PUMPING INC	2/27/2026	Senior Center Septic Pumping	510.00
0066190	Animal Action League	2/27/2026	Invoices 02092026, 11122025, 2367350, 2385068	1,783.00
0066191	GREGORY ALLEN REX	2/27/2026	Invoices 10315, 10388	1,847.00
0066218	MasterShield	2/27/2026	Window Service - Frost, Cust#7886	3,544.16
0066193	Beacon Athletics LLC	2/27/2026	Invoices 0626007-IN, 0626427-IN, 0626878-IN	768.98
0066216	The Joshua Tree Dream	2/27/2026	Advertisement in Fall 2026 Edition	375.00
0066235	UltraSystems Enviromental Incorporated	2/27/2026	CEQA for Sun Mesa Mini Storage Facility, 02/01/26-02/24/26	7,710.00
EFT	Impact Sciences, Inc.	2/27/2026	CEQA for Dutch Bros, Project #1590.003, Jan 2026	28,614.65
EFT	Multy Service Technology Solutions Inc.	2/27/2026	Credit Card	114.58
EFT	Van Engineering Inc.	2/27/2026	CC Athletic Facility Improvements, 01/01/26-01/31/26	110,390.00
0066210	Hi-Desert Metal & Gas Supply	2/27/2026	Carbon Dioxide Units Supply for Pool	97.88
EFT	Petra Products Inc.	2/27/2026	Invoices PRM-933, PRM-934	29,900.00
<b><u>Total Checks:</u></b>				<b><u>4,551,072.59</u></b>

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Alex Qishta, Public Works Director, Shane Stueckle, Deputy Town Manager

**Date:** March 9, 2026

**Meeting Date:** March 17, 2026

**Subject:** Yucca Valley Aquatic and Recreation Center Project – Town Project 6009  
Consultant Services Contract Amendments

**Recommendation:**

Approve the contract amendments as follows:

- Contract Amendment No. 2 for an increase of \$125,000.00 to Geocon West, Inc. for additional Inspection Services, increasing the total contract amount to \$647,400; and
- Contract Amendment No. 2 for an increase of \$75,000.00 to Landmark Consultants, Inc. for additional Geotechnical Services, increasing the total contract amount to \$294,750.

**Prior Review:**

On December 4, 2018, the Town Council authorized the release of the Request for Proposals for the Aquatics and Recreation Center Design Concept and Feasibility Study.

On March 19, 2019, the Town Council awarded the professional services contract to LPA, Inc., for the preparation of the Town's Aquatics & Recreation Center Needs Assessment, Feasibility Study, Site Analysis, and Concept Design in the amount of \$202,950.00 and authorized a contingency in the amount of \$16,800.00, for a total of \$219,750.00.

On June 18, 2019, the Town Council approved the request to form a Prop 68 Aquatics and Recreation Project Citizen Advisory Group to assist staff and the Town Council with many of the decision points on the aquatics center project.

On July 23, 2019, and August 20, 2019, the Town Council appointed five community members, each nominated by one Town Council member, one Planning Commissioner, one Parks, Recreation, and Cultural Commissioner, and two Youth Commissioners to serve on the Aquatics and Recreation Project Citizens Advisory Group.

On December 17, 2019, the Town Council received and filed the Citizen Advisory Group's Prop 68 Aquatics & Recreation Center Report and relieved the Prop 68 Project Citizen Advisory Group of their duties.

On March 31, 2020, the Town Council approved Design Concept 6 for the Prop 68 Aquatics & Recreation Center Project and directed staff to move forward with the creation of an application for Phase 1b and Phase 2 of the Project for submission to the state under the Statewide Park Program — Desert Community Program. The Town Council directed staff to move forward with the CEQA process for both Brehm Park sites.

On March 2, 2021, the Town Council authorized the release of the Request for Qualifications/Proposals (RFQ/P) for project management services for the Proposition 68 Project.

On April 20, 2021, the Town Council rejected the bids for Project Management Services for Proposition 68 Project and adopted the Resolution authorizing staff to re-release Request for Qualifications/Proposals for the Project Management Services for Proposition 68 Project.

On June 22, 2021, the Town Council awarded the contract for Project Management Services to the Dahlin Group in the amount of \$628,500.00.

On October 14, 2021, Town Council approved site and programming recommendations and authorized the approval to release the Request for Qualifications/Proposals for the Architectural and Engineering Services for the Yucca Valley Aquatic and Recreation Center.

On January 18, 2022, the Town Council approved design professional services agreement for Architectural and Engineering Design Consultant Services for the Aquatics and Recreation Center project and awarded the professional service agreement to HMC Architects in the amount not to exceed \$1,901,421.00, authorizing the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete this project.

On December 20, 2022, the Town and the contractor signed AMENDMENT 1 to the agreement that increased the maximum compensation amount by \$181,200.00 from \$1,901,421.00 to \$2,082,621.00 for additional design services for PV System Design.

On March 21, 2023, the Town Council approved a Professional Services Agreement with SAFEWORKCM for Construction Management Services for the Yucca Valley Aquatic Center Project.

On May 16, 2023, the Town Council authorized the release of a Request For Pre-Qualifications of Contractor.

On August 15, 2023, the Town Council authorized the release of the Request For Proposal for Yucca Valley Aquatic and Recreation Center Project Inspection Services.

On November 7, 2023, the Town Council awarded an agreement for inspection services for

Yucca Valley Aquatic and Recreation Center Project to Geocon West, Inc., in the amount not to exceed \$397,440.00, authorizing the Town Manager, Town Attorney, and Mayor to sign the Town’s standard professional design agreement and related documents for these services.

On November 23, 2023, the Town Council rejected the bid for the Yucca Valley Aquatic and Recreation Center Project, Town Project No. 6009, and adopted the Resolution and authorized the Town Clerk to re-advertise and receive bids.

On May 7, 2024, the Town Council:

- Approved the award of a construction contract with Robert Clapper Construction Services, Inc., in the amount of Base Bid of \$38,597,000.00 to construct Yucca Valley Aquatic and Recreation Center Project;
- Authorized construction, construction contingencies in the total amount of \$41,000,000.00; to include a \$1,447,000.00 contingency and \$956,000.00 for Alternative Bid #2;
- Adopted Resolution No. 24-13 Approving Addendum No. 3 to the previously adopted Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Brehm Youth Sport Park Project; and
- Authorized the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorized the Town Manager or designee to expend contingency funds, if necessary, for project completion.

On July 16, 2024, the Town Council amended the budget:

- Approving an increase in the amount of \$211,947.00 for SAFEWORKCM;
- Approving an increase in the amount of \$18,500.00 for Dahlin Group, Inc.; and
- Approving an increase in the amount of \$131,200.00 for HMC Architects.

On January 21, 2025, the Town Council approved a proposal submitted by AVI to provide audio and video technology for the project in the amount of \$599,958.35.

On February 18, 2025, the Town Council:

- Adopted Resolution No. 25-03, approving a budget amendment to the FY 2025-26 Special Revenue Fund Budget appropriating an additional \$1,000,000.00 of Town Capital Project Reserve funds; and
- Approved contract amendments for increases in the amount of \$335,880.00 to SafeworkCM; \$85,000.00 for Landmark Geo-Engineers; \$400,000.00 to HMC Architects, and \$79,000.00 to Dahlin Group.

On August 19, 2025, the Town Council:

- Found that it would be uneconomical to follow purchasing procedures since the supplies are available through multiple government cooperative contracts with public agencies, including the State, who have previously completed the bidding process and that the welfare of the public therefore would be promoted by dispensing with the purchasing procedures as allowed in the Town’s Purchasing Policy;
- Approved the procurement of furniture and equipment from System Source in the amount of \$659,876.46 with a contingency of \$65,000.00 for any incidental expenses or tariffs ; and
- Authorized the Town Manager or designee to execute all documents for the purchase.

On December 2, 2025, the Town Council amended the budget approving an increase to Geocon West, Inc. for additional Inspection Services.

**Discussion:**

The Yucca Valley Aquatic and Recreation Center is a year-round new aquatics facility consisting of three pools: a 10-lane, 25-yard by 25-meter, swim/lap competitive pool, 8,300 square foot (SF) recreational pool, and 1,500 SF therapy pool. Recreational pool features include: a zero-depth entry, four-lap swim lanes, a 125-foot two-flume water slide, and a wet-play structure with multiple splash features. The Facility Plan features a single story, 12,300 SF building with a natatorium, 700 SF wet multipurpose room, 1,450 SF activity multipurpose room, 1,370 SF of offices, and a 9,250 SF gymnasium. Supporting these program elements are an 850 SF lobby, locker rooms, restrooms, storage facilities, ground level parking, and a solar panel system.

The project includes special features that must be inspected to ensure compliance with applicable codes and regulations, such as water slides, reinforcing steel installation, concrete placement, structural masonry, structural steel fabrication inspection, structural steel field welding, bolts and dowels installed in concrete and masonry, high strength bolting, roofing, and waterproofing.

Due to the increase in the project duration (14 months to 20 months) and the additional inspection services needed to complete the project, some additional costs will be incurred as follows:

**Geocon West, Inc.**

Original Contract Amount	\$397,440.00
Amendment #1	\$125,000.00
Amendment #2	\$125,000.00
Total	\$647,440.00

**Landmark Consultants, Inc.**

Original Contract Amount	\$134,750.00
Amendment #1	\$85,000.00

Amendment #2	\$75,000.00
Total	\$294,750.00

**Alternatives**

None.

**Fiscal Impact:**

The FY24-25 Amended Budget allocates a total project budget of \$51,000,000.00 for the Yucca Valley Aquatic Recreation Center Project. The current project budget includes a \$1,500,000.00 of project contingency for potential time extensions and service cost increases, such as the proposed amendments, as well as \$1,447,000 in construction contingency for potential change orders or time extensions. This contingency will be utilized toward these costs, ensuring that no additional funds are appropriated to the project at this time.

Project Contingency	
Contingency	\$ 2,947,000
WJT Permits	(87,847)
Water Main Installation	(76,292)
Plan Check Fee	(100,939)
Landmark Increase	(75,000)
GeoCon Increase	(125,000)
HMC Increase	(45,000)
Dahlin Increase	(75,000)
Project Contingency Balance	\$ 2,361,922

**Attachments**

1. Amendment #2 DRAFT-Landmark Agreement
2. Draft Amendment #2-Geocon Agreement
3. Fully Exec Amendment 1 Landmark contract 3 4 2025
4. Fully Exec Geocon West Amendment 1 Jan 22 2026
5. Fully Executed Landmark Contract Prop 68 ARC
6. Fully Exec Geocon West Agrmnt - YVARC testing-inspections 12 12 23
7. 12.2.25 Town Council Minutes



**AMENDMENT 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 31, 2022**  
**BY AND BETWEEN TOWN OF YUCCA VALLEY AND LANDMARK CONSULTANTS INC.**  
**FOR GEOTECHNICAL SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION**  
**CENTER PROJECT**

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this 18<sup>th</sup> day of March 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Landmark Consultants, Inc., (hereinafter "CONSULTANT"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for geotechnical services.

**RECITALS**

- A. On January 31, 2022, the TOWN and the CONSULTANT entered into an AGREEMENT for geotechnical services in the amount of \$134,750.00.00 for the term until project completed.
- B. Due to the requirement of conducting toxicity testing for the borrow site an increase of \$35,000.00 and \$50,000.00 to continue with monitoring services for a total of \$85,000.00 was warranted.
- C. As of the date first herein written, the project is six weeks behind schedule [at no fault of the CONSULTANT]. To continue the work outlined in the AGREEMENT, an increase of \$75,000.00 is warranted.

**TERMS**

- 1. Section 2 Compensation, subsection 2.1 of the original AGREEMENT is hereby amended to read as follows:
  - 2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as **EXHIBIT "F"** and incorporated herein by this reference, but not exceeding the maximum contract amount of **TWO HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$294,750.00) for Geotechnical Services** ("Contract Sum"), through September 30, 2026, unless additional compensation is approved pursuant to Section 1.8.

This AMENDMENT provides for a \$75,000.00 increase to the contract amount for FY2025/26 from \$219,750.00 to \$294,750.00.

Except as amended by this Amendment 2, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this AMENDMENT.

**AMENDMENT 2  
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 31, 2022  
BY AND BETWEEN TOWN OF YUCCA VALLEY AND LANDMARK CONSULTANTS INC.  
FOR GEOTECHNICAL SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION  
CENTER PROJECT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 2 on the date first herein above written.

Town of Yucca Valley

LandMark Consultants, Inc.

By: \_\_\_\_\_  
Curtis Yakimow, Town Manager

By: \_\_\_\_\_  
Randy Lyon, President

ATTEST:

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

**EXHIBIT "F"**

**SCHEDULE OF COMPENSATION  
YUCCA VALLEY AQUATIC AND RECREATION CENTER PROJECT  
GEOTECHNICAL SERVICES**

TOTAL CONTRACT AMOUNT                      \$294,750.00                      NOT TO EXCEED

CONTRACT TERM                      01/21/2022                      THROUGH                      Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2021/22	\$ 134,750.00	
2024/25	\$ 85,000.00	Amendment 1
2025/26	\$ 75,000.00	Amendment 2

**AMENDMENT 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023,**  
**BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC., FOR**  
**INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER**  
**PROJECT**

This amendment (hereinafter referred to as the “AMENDMENT”) to an agreement (hereinafter “AGREEMENT”) is made and entered into this 18<sup>th</sup> day of March 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Geocon West, Inc. (hereinafter “CONTRACTOR”), sometimes referred to individually as the “PARTY” and collectively as “PARTIES”, for inspection services.

**RECITALS**

- A. On November 7, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for inspection services in the amount of \$397,440.00 for the term until completion of services.
- B. Due to extended construction period for the Yucca Valley Aquatic and Recreation Center Project and the extension of the project construction from 14 months to 20 months, an increase of \$125,000.00 to the Contract Sum was granted in Amendment 1.
- C. Given the amount of work remaining on this project, Geocon West has requested an additional \$125,000.00, which increases the contract sum to \$647,440.00.

**TERMS**

- 1. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT, Section 2.1 of the original AGREEMENT is hereby amended to read as follows:
  - 2.1 Contract Sum.  
Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit “C”** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **SIX HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$647,440.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.
- 2. EXHIBIT “C” SCHEDULE OF COMPENSATION, Section V. of the original AGREEMENT is hereby amended to read as follows:
  - V. The total compensation for the Services shall not exceed \$647,440.00 as provided in Section 2.1 of this Agreement.

This Amendment provides for a \$125,000.00 increase to the contract amount from \$522,440.00 to \$647,440.00.

Except as amended by this Amendment 2, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this AMENDMENT.

**AMENDMENT 2  
TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023,  
BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC., FOR  
INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER  
PROJECT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 2 on the date first herein above written.

Town of Yucca Valley

Geocon West, Inc.

By: \_\_\_\_\_  
Curtis Yakimow, Town Manager

By: \_\_\_\_\_

ATTEST:

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

**AMENDMENT 1  
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 31, 2022  
BY AND BETWEEN TOWN OF YUCCA VALLEY AND LANDMARK CONSULTANTS INC.  
FOR GEOTECHNICAL SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION  
CENTER PROJECT**

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this 18th day of February, 2025, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Landmark Consultants, Inc., (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

**RECITALS**

- A. On January 31, 2022, the TOWN and the CONTRACTOR entered into an AGREEMENT for geotechnical services in the amount of \$134,750.00.00 for the term until project completed.
- B. Due to the requirement of conducting toxicity testing for the borrow site an increase of \$35,000 and \$50,000 to continue with monitoring services for a total of \$85,000 is warranted.

**TERMS**

- 1. Section 2 Compensation, subsection 2.1 of the original AGREEMENT is hereby amended to read as follows:

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "F" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two hundred nineteen thousand seven hundred fifty dollars and Zero Cents (\$219,750.00)** for Geotechnical Services ("Contract Sum"), for FY2024/25, unless additional compensation is approved pursuant to Section 2.3.

- 1. "Exhibit "B", paragraph "III" is hereby amended to read as follows:

The total compensation for the Services shall not exceed TWO HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$219,750.00), as provided in Section 4 "Compensation and Method of Payment" of this Agreement, and as shown in the following breakdown:

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2022/23	\$ 134,750.00	Original Contract Amount
2025/26	\$ 85,000.00	Amendment 1

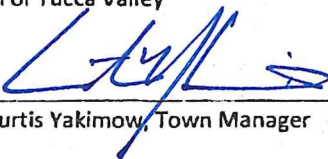
This AMENDMENT provides for a \$35,000.00 increase to the contract amount for FY2025/26 from \$ 134,750.00 to \$ 219,750.00.

Except as amended by this Amendment 1, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

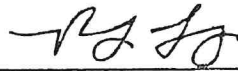
**AMENDMENT 1  
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 31, 2022  
BY AND BETWEEN TOWN OF YUCCA VALLEY AND LANDMARK CONSULTANTS INC.  
FOR GEOTECHNICAL SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION  
CENTER PROJECT**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the date first herein above written.

Town of Yucca Valley

By:   
Curtis Yakimow, Town Manager

LANDMARK CONSULTANTS INC.

By:   
Randy Lyon President

ATTEST:

  
Lesley Copeland, Town Clerk

**EXHIBIT "F"**

**SCHEDULE OF COMPENSATION  
YUCCA VALLEY AQUATIC AND RECREATION CENTER PROJECT GEOTECHNICAL  
SERVICES**

TOTAL CONTRACT AMOUNT                      \$219,750.00                      NOT TO EXCEED

CONTRACT TERM                      01/21/2022                      THROUGH                      Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2021/22	\$ 134,750.00	
2024/25	\$ 85,000.00	Amendment 1

**AMENDMENT 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023,**  
**BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC., FOR**  
**INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER**  
**PROJECT**

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this 2<sup>nd</sup> day of December 2025, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Geocon West, Inc. (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for inspection services.

**RECITALS**

- A. On November 7, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for inspection services in the amount of \$397,440.00 for the term until completion of services.
- B. Due to extended construction period for the Yucca Valley Aquatic and Recreation Center Project and the extension of the project construction from 14 months to 20 months, an increase of \$125,000.00 is warranted for the Contract Sum.

**TERMS**

- 1. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT, Section 2.1 of the original AGREEMENT is hereby amended to read as follows:
  - 2.1 Contract Sum.  
Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit "C"** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Twenty-Two Thousand Four Hundred Forty Dollars (\$522,440.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.
- 2. EXHIBIT "C" SCHEDULE OF COMPENSATION, Section V. of the original AGREEMENT is hereby amended to read as follows:
  - V. The total compensation for the Services shall not exceed \$522,440.00 as provided in Section 2.1 of this Agreement.

This Amendment provides for a \$125,000.00 increase to the contract amount from \$ 397,440.00 to \$ 522,440.00.

Except as amended by this Amendment 1, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

**AMENDMENT 1  
TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023  
BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC. FOR  
INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER  
PROJECT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment 1 on the date first herein above written.

Town of Yucca Valley

Geocon West, Inc.

By:   
\_\_\_\_\_  
Curtis Yakimow, Town Manager

By:   
\_\_\_\_\_  
Neal Berliner, President

ATTEST:

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

**AGREEMENT FOR SERVICES**

**By and Between**

**TOWN OF YUCCA VALLEY**

**and**

**LANDMARK CONSULTANTS INC.**

---

**AGREEMENT FOR SERVICES  
BETWEEN THE TOWN OF YUCCA VALLEY AND  
LANDMARK CONSULTANTS INC.**

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 31 day of January, 2022, by and between the Town of Yucca Valley, a general law city ("Town") and LandMark Consultants, Inc., a California Corporation ("Consultant"). Town and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties").

**RECITALS**

A. Town has sought, by request for qualifications and proposals the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the Town's Municipal Code, Town has authority to enter into and execute this Agreement.

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

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

#### 1.4 Licenses, Permits, Fees and Assessments.

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

#### 1.5 Familiarity with Work.

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

#### 1.6 Care of Work.

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

### 1.7 Further Responsibilities of Parties.

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

### 1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.9 Special Requirements.

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

### 2.0 Prevailing Wage.

It is the understanding of the Town and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thirty Four Thousand Seven Hundred Fifty Dollars with Zero Cents (\$ 134,750.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

### **2.3 Reimbursable Expenses.**

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

### **2.4 Invoices.**

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant

which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### 2.5 Waiver.

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

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### 3.1 Time of Essence.

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

### 3.2 Schedule of Performance.

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

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics or pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

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

Greg Chandra  
(Name)

Area Manager  
(Title)

Steve Williams  
(Name)

Senior Engineering Geologist  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Town. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Consultant shall have no authority to bind Town in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

(b) Consultant shall perform all Services as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to an concern the result of Consultant's provision of service and not the means, methods, or scheduling of the Consultant's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may

otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such benefits, privileges or rights.

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The Town shall be named additional insured.

(d) Professional Liability. Professional liability (Errors and Omissions) insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Town for review.

(e) Consultant shall provide to the Town an endorsement that the workers’ compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

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

(g) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(h) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

## 5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers shall be named additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$10,000, it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

### 5.3 Indemnification.

(a) **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement.

(b) **Indemnification for Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) **Indemnification from Sub-Consultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of Town to monitor compliance with these requirements imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) **Town's Negligence.** The provisions of this section do not apply to claims occurring as a result of Town's sole negligence. The provisions of this section shall not release Town from liability arising from gross negligence or willful acts or omissions of Town or any and all of its officials, employees and agents.

### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for

more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

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

### **6.1 Records.**

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

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

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

documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

All Final Work Product developed by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of Town and may be used, reused or otherwise disposed of by Town without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Consultants' work notes and drafts, which are owned by Consultant, not Town.

#### 6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other

appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino County.

#### 7.2 Disputes; Default.

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

#### 7.3 Retention of Funds.

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

#### 7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other

necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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

### **8.1 Non-liability of Town Officers and Employees.**

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

### **8.2 Conflict of Interest.**

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

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

### **8.3 Covenant Against Discrimination.**

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

### **8.4 Unauthorized Aliens.**

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

unauthorized aliens, Consultant hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

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

### **9.2 Interpretation.**

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

### **9.3 Counterparts.**

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

### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

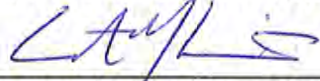
9.6 Authority to Execute.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**TOWN OF YUCCA VALLEY:**

  
Curtis Yakimow, Town Manager

**ATTEST:**

  
Lesley Copeland, Town Clerk


**APPROVED AS TO FORM:**


BURKE, WILLIAMS, & SORENSON, LLP

\_\_\_\_\_  
Thomas Jex, Town Attorney

**CONTRACTOR:**

Landmark Consultants, Inc.  
780 N. 4th St. El Centro, CA 92243

By:   
Name: Randy Lyon  
Title: President

By:   
Name: Peter LaBrie  
Title: Vice President

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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

**TOWN OF YUCCA VALLEY:**

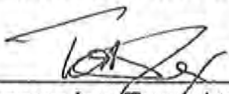
\_\_\_\_\_  
Curtis Yakimow, Town Manager

**ATTEST:**

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

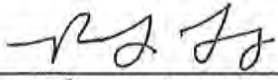
**APPROVED AS TO FORM:**

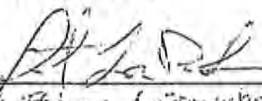
BURKE, WILLIAMS, & SORENSON, LLP

  
\_\_\_\_\_  
Thomas Jex, Town Attorney

**CONTRACTOR:**

Landmark Consultants, Inc.  
780 N. 4th St. El Centro, CA 92243

By:   
\_\_\_\_\_  
Name: Randy Lyon  
Title: President

By:   
\_\_\_\_\_  
Name: Peter LeRomaine  
Title: Vice President

Address: \_\_\_\_\_  
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Two signatures are required if a corporation.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On 02/11, 2018 before me, Dianna Hurtado, personally appeared Randy Odus Lyon, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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




**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE



**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. As detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
  - A. As detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:**
  - A. As detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.
  
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**
  - A. As detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. As detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.

EXHIBIT "A-1"

# Statement of Qualifications

## Geotechnical Engineering and Testing and Inspection Services

---

Prepared for:

### **Aquatic and Recreation Center for Town of Yucca Valley**

57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284



Prepared by:

**LandMark Consultants, Inc.**  
77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0665

**January 2022**



780 N. 4th Street  
El Centro, CA 92243  
(760) 370-3000  
landmark@landmark-ca.com

77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0665  
gchandra@landmark-ca.com

January 5, 2022

Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

**Proposal for Geotechnical Engineering Services for  
Yucca Valley Aquatics and Recreation Center  
Yucca Valley, California  
LCI Proposal No. L21292G**

Dear Sir/Madam:

**LandMark Consultants, Inc.** is pleased to provide this proposal for geotechnical services for the proposed design and construction of a new aquatics and recreation center on the east side of Brehm Park in Yucca Valley, California. The proposal is based on the Request for Qualifications provided by the City of Yucca Valley, dated December 1, 2021.

**LandMark Consultants, Inc.** is a small engineering firm in the geosciences. We have established offices/laboratories in Palm Desert and El Centro, CA. **LandMark Consultants, Inc.** is 100% MBE owned (American Indian Cherokee Nation) firm as certified by State of California, Department of Transportation (CALTRANS). Our facilities are certified by State of California DSA and CALTRAN, and accredited by American Association of State Highway and Transportation Officials (AASHTO). We have provided geotechnical consulting and materials testing and inspection services in the Coachella and Morongo Valley areas of Southern California, since 1987.

## **SCOPE OF SERVICES**

### **A. Geotechnical Investigation**

The scope of work will generally consist field exploration and laboratory testing to determine engineering parameters of the subsurface soil and preparation of a geotechnical report. Dig Alert will be notified to delineate locations of existing utilities at the proposed points of exploration.

#### Field Exploration

The field exploration for the proposed work scope will generally consist of drilling four (4) hollow stem auger borings to a depth of 25 to 50 feet below ground surface within to the proposed project site to assess subsurface conditions of the underlying soils. Three (3) borings will be drilled to a depth of 5 feet within the proposed parking areas for pavement structural design.

The borings will be advanced with a truck-mounted, CME 75 drill rig using 8-inch diameter, hollow-stem, continuous-flight augers. A professional engineer or geologist will observe the drilling operations and maintain logs of the soil encountered with sampling depths. Standard Penetration Tests (SPT) will be performed in accordance with ASTM D1586. Relatively undisturbed and bulk samples of the subsurface materials will be obtained at selected intervals using a 2-inch outside diameter (OD) split-spoon sampler or a 3-inch OD Modified California Split-Barrel (ring) sampler. Soils will be visually classified according to the Unified Soil Classification System.

We will also perform four (4) percolation tests, at 4 feet deep, at random in the proposed leach line field locations. The soil percolation tests will be performed to the guideline from Percolation (PERC) Test Report Standard, prepared by San Bernardino County Public Health.

We also will perform two (2), infiltration test, at 8 feet deep, at random in the proposed retention basin and/or area locations. The soil infiltration tests will be performed to the guideline from Design Handbook for Low Impact Development Best Management Practices, prepared by Riverside County flood Control (RCFC) and Water Conservation District (WCD), Appendix A, Section 2.3, dated September 2011.

#### Laboratory Testing

In-situ samples will be recovered to perform the following:

- < Particle Size Analyses (ASTM D422)
- < Unit Dry Densities (ASTM D2937) and Moisture Contents (ASTM D2216)
- < Plasticity Index (ASTM D4318)
- < R-Value (CTM 301)
- < Direct Shear (ASTM D3080)
- < Moisture-Density Relationship (ASTM D1557)
- < Chemical Analyses (soluble sulfates & chlorides, pH, and resistivity) (Caltrans Methods)

The laboratory testing program may be modified based on subsurface conditions encountered and exploration method used. Landmark's laboratory is certified in soils, aggregate, concrete, masonry, steel (rebar) and asphaltic concrete by AASHTO, Caltrans, CCRL, and the Division of State Architects (DSA) office.

Engineering Analysis and Report

We will provide one (1) electronic copy and up to four (4) bound copies of our geotechnical report that describes the work performed, the subsurface soils conditions encountered, laboratory test results, and presents the findings of our work, along with professional opinions regarding geotechnical parameters required for design of the improvements. Our report will address the following:

- < fault rupture/seismic shaking/seismic design parameters
- < site geology/subsurface soil stratigraphy/soil stability/erosion potential
- < liquefaction, lateral spreading, subsidence, and landsliding potential
- < expansive soil potential
- < site grading
- < foundation design criteria (shallow & deep foundations)
- < soil lateral pressures
- < anticipated settlements
- < slab-on-grade, including damp proofing or waterproofing interior slabs
- < concrete recommendations
- < soil corrosion potential
- < excavation conditions
- < groundwater depth
- < preliminary pavement structural sections
- < preliminary percolation and infiltration rates

**B. Geohazards Evaluation**

The scope of work for the geologic hazards evaluation of the project site will consist of review of readily available publications on site and regional geology, review of available records concerning groundwater, subsidence, seismic activity, and faulting. A bound and pdf copy report will be prepared that will address the following:

1. General site geology.
2. Site location in relation to mapped earthquake faults and seismic zones.
3. Intensity of ground shaking at the site.
4. Potential for liquefaction, ground failure, and landslides at the site. No drilling will be conducted to determine potential for liquefaction settlement or soil analysis.
5. Soil corrosivity.
6. Potential for flooding at the site from manmade facilities (dams, canals, etc.) and from natural storms.

7. Other potential geologic and geotechnical hazards (volcanic hazards, flooding, subsidence, collapsible soils, expansive soils, etc.).

**Fault Investigation (if required)**

The scope of work for the fault hazard evaluation will include the following:

Background Research

Initially, we will review background documents pertaining to previous fault studies in the vicinity of the site and historic aerial photographs of the site and surrounding areas. The aerial photographs will be analyzed for lineaments of geomorphic/topographic features projecting onto the site which may be indicative of faulting. The San Bernardino County Geologist will be notified of the planned work prior to initiation of the work.

Utility Clearance

Prior to any excavation, we will notify Underground Service Alert to locate public underground utilities in the vicinity to the trench locations, as required by law. If possible, the trench location will be adjusted to avoid excavation in proximity to utilities.

Excavation

Our trenching will consist of the excavation of a minimum of one trench within the portion of the project site that lies within the defined A-P Earthquake Hazard Zone. The trench location and length will be determined after review of the geologic hazards and may vary due to underground utilities, topography or structures.

Excavations will be made with an excavator equipped with a 36-inch wide bucket. We anticipate that the trench depth will be five to fifteen feet (or refusal). If surficial Holocene deposits or fill are encountered, the trench may have to be excavated deeper in order to provide the necessary information. However we do not anticipate that trenches deeper than 15 feet will be required.

If conditions are encountered which require deeper excavation, alternative shoring not currently included in our fee estimate may be required. If deep excavations are required, we will notify the client of the situation and discuss the available options. A water truck will be used for dust abatement as required by the City of Yucca Valley.

Trench Logging

The exposed trench wall will be logged at a minimum 1"=5' scale for unfaulted segments and 1"=2' for faulted segments. The trenches will be logged under the supervision of a Certified Engineering Geologist. If faults are identified in the trenches, the age of the faulted materials and

the status of the fault (active, potentially active, inactive) will be evaluated if suitable materials are encountered for age dating of the faulting. The additional costs associated with the evaluation of the age of faulting and possible additional trenching which may be necessary to refine the location of the fault are included as a separate item in our cost estimate.

Shoring/Trench Plates

All excavations greater than five feet deep or where unsafe excavation sidewalls are identified will be benched or sloped in accordance with OSHA guidelines. All shoring and trench access/aggress will be provided in accordance with OSHA guidelines.

Trench Backfill

We anticipate that the trenches will be backfilled with the excavated materials once logging of the exploratory trench is complete. The trench backfill will be compacted by running the backhoe across the trench after backfilling with native soils. No compaction testing will be performed.

Report Preparation

A formal written report will be prepared summarizing the findings of our geologic investigation, including a site plan, geologic map and drafted logs of the exploratory trenches. The report will be prepared in general accordance with requirements outlined in the California Geological Survey "Guidelines for Evaluating the Hazard of Surface Fault Rupture."

The report will indicate the presence or absence of faulting and the estimated recency of movement on any faults encountered. Typical building set back is 50 feet on both side of fault line. The document will be signed by a Certified Engineering Geologist. The report will not include geotechnical design recommendations.

**C. Plans Reviews**

**LandMark Consultants, Inc.** will provide grading and drainage and foundation plans review report to verify that the recommendations presented in the geotechnical and geological reports are met.

**D. Geotechnical of The Record**

**LandMark Consultants, Inc.** will be the Geotechnical Engineer of Record for all future projects where our reports are conducted and future building permit requiring observation and special inspection are required.

**E. Construction and Geotechnical Observation and Testing**

*LandMark Consultants, Inc.* scope of work is anticipated for this project:

- Rough Grading Observation & Testing
- Compaction Testing of Utility Trench Backfill
- Compaction Testing of Curb/Gutter Subgrade
- Compaction Testing of Subgrade and Basegrade
- Compaction Testing Driveway Approaches & Sidewalk
- Compaction Testing during Asphalt Concrete Laydown
- Footing Inspection
- Concrete Inspection & Testing
- Masonry Inspection & Testing
- Field Welding & HSB Inspection
- Ultrasonic Inspection (Level II)

Additional services will be provided in accordance with our 2022–2024 Prevailing Wage fee schedule rates when the additional services are requested. The opportunity to provide professional services for project design is appreciated. Please contact our office with any questions or comments at (760) 370-3000.

Sincerely Yours;

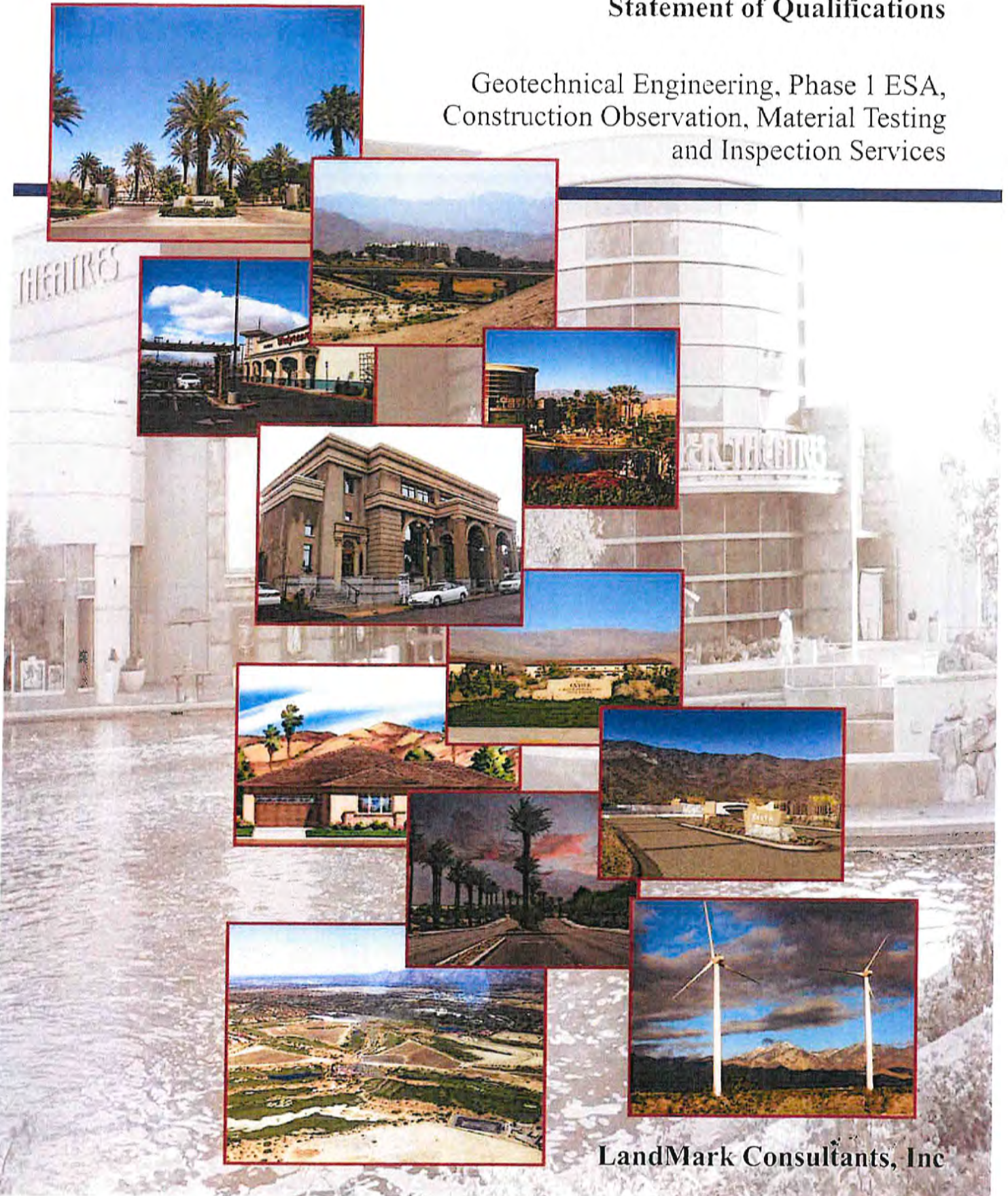
***LandMark Consultants, Inc.***

A handwritten signature in black ink, appearing to read 'Greg M. Chandra', with a long horizontal line extending to the right.

Greg M. Chandra, PE, M.ASCE  
Area Manager

# Statement of Qualifications

Geotechnical Engineering, Phase 1 ESA,  
Construction Observation, Material Testing  
and Inspection Services



LandMark Consultants, Inc

## COMPANY BACKGROUND

### Two offices in southern California

*LandMark Consultants, Inc.* is a consulting firm providing geotechnical engineering and construction materials testing services in the Imperial, Riverside, and San Bernardino County areas of Southern California. The firm was incorporated in El Centro in 2003 with staff assembled in association with Southland Geotechnical since in 1987. The staff of Landmark's El Centro office has been operating together since 1982, and has earned the reputation for high quality, cost effective, and responsive technical and professional service (15 employees). The firm established a branch office in Palm Desert, California in 1989 and now has a combined total staff of 21 employees.

*LandMark Consultants, Inc.* is locally owned by Randy O. Lyon, President, Jeffrey O. Lyon, CEO/Principal Engineer, and Pete LaBrucherie P.E., Vice President, and is headquartered in El Centro, California.



## Variety of Services

Under the leadership of Mr. Jeffrey O. Lyon, founder and CEO, the firm offers personalized, "small-company" service, working with clients to develop common sense, constructible, and cost-effective solutions to geotechnical and construction challenges. The success of this approach is evidenced by the large number of repeat clients.

## Laboratory Certifications

Palm Desert office of *LandMark Consultants, Inc.* is approved by the Division of the State Architect (DSA) to conduct geotechnical engineering and materials testing services encompassed by their jurisdiction. Additionally, the firm participates in the Cement and Concrete Reference Laboratory (CCRL) and AASHTO materials Reference Laboratories (AMRL) inspection program administered by the National Institute of Standards and Technology. This biannual inspection assures that our lab practices are providing testing services according to the latest American Society for Testing and Materials (ASTM) methods. We periodically review our test methodology to verify compliance with the latest test methods and procedures. Additionally, we participate in CCRL and AMRL proficiency sampling as well as hold laboratory certifications with CCRL and AMRL.



Concrete Moist Room



Soil Consolidometer Machine

## SUMMARY OF SERVICES

*LandMark Consultants, Inc.* offers a broad range of consulting services on diverse projects in both the public and private sectors. The firm specializes in geotechnical engineering, engineering geology, soils and construction materials testing, and inspection services. Typical clients include public agencies, municipalities, industrial plants, power generation companies, commercial and subdivision developers, architects, engineers, the military, and construction companies.

The firm provides professional and technical consulting services to project planners, designers, owners, and builders from the initial planning phase through the design and construction of projects. These services include fatal flaw/geologic reconnaissance studies, geotechnical design investigations, and construction consulting, testing and inspection services. The firm's involvement in all phases of design and construction ensures continuity and facilitates the establishment of a strong understanding of client goals and project requirements.

The technical experience and commitment of the staff result in innovative, cost-effective geotechnical consulting services for small routine projects, as well as large, complex projects with challenging site conditions and issues. The staff works with clients and other involved parties to develop strong working relationships based on integrity, mutual respect, and the shared commitment to designing and constructing noteworthy projects

Geotechnical Investigation	Phase I ESA
Foundation Design	Litigation Support
Pavement Design	Grading Observation & Testing
Geotechnical Instrumentation	Compaction Testing
Exploration Drilling	Foundation Inspection
Soil Stabilization	Pile Driving Inspection
Faulting and Seismicity Studies	Pile Load Testing
Landslide Investigation and Remediation	Aggregate Testing
Liquefaction Analyses	Portland Cement Concrete Testing
Slope Stability Analysis	Asphaltic Concrete Testing
Dewatering Studies	Special Inspections (ICC)

## SUMMARY OF STAFF QUALIFICATIONS

The staff of *LandMark Consultants, Inc.* is a combination of professional, technical, and administrative personnel who approach each project with skill, experience, and innovative technology. The most valuable asset of the company is the dedication of all its employees to the continued growth, success, and reputation of the firm for providing highly responsive, personal service.

Mr. Jeffrey Lyon, founder and CEO, is involved in the day-to-day management of the firm and practices the business philosophy of maintaining accessibility and personal relationships with clients and employees alike.

Brief outlines of the qualifications of our key professional and technical staff follow. Detailed resumes are included at the end of this document.

### **Mr. Jeffrey O. Lyon** **Principal Engineer, CEO**

Mr. Lyon is the founder and Principal Engineer of *LandMark Consultants, Inc.* and is responsible for general management and technical oversight of all its offices. He has over forty (40) years experience in ownership and operation of professional engineering firms in southern California and Arizona. In addition to practicing geotechnical engineering, Mr. Lyon is experienced in structural and general civil engineering, making him sensitive to the needs of the design and construction team. Mr. Lyon is a registered professional engineer licensed to practice in California and Arizona

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### **Mr. Greg M. Chandra, PE** **Branch manager/Principal Engineer**

Mr. Chandra has over forty (40) years of experience supervising geotechnical, construction, and materials testing and inspection projects from initiation to completion. His experience consists of a wide range of projects for both private developers and government agencies, in both the United States and Asia. Such projects have included: residential communities and subdivisions, commercial buildings and industrial complexes, recreational facilities, sewage treatment facilities, school and university facilities, airports, power plants, street and highway improvements with construction costs well over \$2 billion. Mr. Chandra

has also supervised public works projects including assessment districts, flood control and sewage treatment plants. Mr. Chandra is a registered professional engineer licensed to practice in CA and AZ

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**Mr. Steven K. Williams, CEG**  
**Senior Engineer Geologist**

Mr. Williams is an engineering geologist with over fifteen (15) years experience in engineering geology, geotechnical and environmental site assessment projects in southwestern Arizona and southern California. In addition, his experience includes two years in the mining industry in Utah, Nevada and Idaho. He has served as a project geologist on correctional facilities, bridges, pipelines, residential subdivision, schools, power plants, public works facilities, and water and wastewater treatment facilities. Mr. Williams is a Registered Geologist in the states of Arizona and California and a Certified Engineering Geologist in California.

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**Mr. Julian Avalos, PE, GE**  
**Senior Engineer**

Mr. Avalos has over twenty (20) years of experience in the geotechnical field, having performed geotechnical investigations throughout Mexico, Mexico City, and in the Mexicali and Imperial Valleys. His field experience includes logging of soil borings and exploratory trenches, collection and documentation of soil samples, collection of field geotechnical data, and soils testing. Mr. Avalos is also responsible for preparing computer-generated slope stability analysis, liquefaction analysis, and subsequent writing of geotechnical reports for transmission lines, substations, bridges, pipelines, canals, reservoirs, residential subdivisions, schools, geothermal power plants, public works facilities, and water and wastewater treatment facilities. Mr. Avalos has also provided construction management for soil cement channel and Caltrans highway improvements. Mr. Avalos is a registered professional engineer in California and Arizona and a registered geotechnical engineer in California.

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In addition to the professional staff described above, **LandMark Consultants, Inc.** maintains a staff of fourteen (14) field and laboratory technicians, four (4) managerial staff, and three (3) Administrative staff.

## INSURANCE

*LandMark Consultants, Inc.* carries all insurances required by law, as well as Professional Liability (Errors and Omissions) Insurance. Our insurance policy limits are \$2,000,000 for general liability and automobile insurance, and \$1,000,000 for professional liability insurance. Our insurance carriers have ratings of "A" or better in the latest Best's Key Rating Guide and are Class V or better in financial size. Our firm also carries worker's compensation insurance through the State Compensation Insurance Fund.

## EQUAL OPPORTUNITY STATEMENT

It is the policy of *LandMark Consultants, Inc.* to give equal opportunity to all qualified persons without regard to race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition as defined by law, marital status, ancestry or sexual orientation.

All employment practices are to provide that all individuals be recruited, hired, assigned, advanced, compensated and retained on the basis of their qualifications, and treated equally in these and all other respects without regard to race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition as defined by law, marital status, ancestry or sexual orientation.

It is considered the responsibility of every supervisory employee to further the implementation of this policy and ensure conformance by their subordinates.

Supervisory personnel as well as those responsible for hiring new employees must take all necessary action in the elimination of possible discrimination toward employees and applicants for employment with *LandMark Consultants, Inc.* in all categories and levels of employment and employee relations.

## PROJECT REFERENCES

The firm's professionals have provided services on projects for numerous public agencies and municipalities. As such, the staff is very familiar with the accepted standards and procedures required on these types of projects. The firm is also very knowledgeable concerning the geologic environment of southern California desert region and experienced in providing services on similar public agency projects. The following is a list of selected projects:

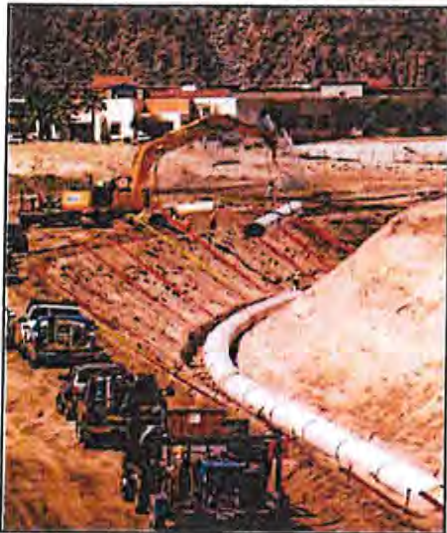
**The K-12 Educational Park**  
Coachella Valley Unified School District  
Coachella, CA



The Coachella Valley Unified School District broke ground in November 2001 to build on a 1 million square feet of an area in the Coachella Valley the largest K-12 combination school site and the only one of its kind in California. The K-12 Educational Park, with three schools on an 80 acre site, have distinctive areas and characteristics, but they also share many facilities such as a library/media center and a performing arts complex.

*LandMark Consultants, Inc. is the geotechnical engineer of the record for this project. We provided geotechnical investigation report starting in 2001, construction inspection and materials testing during construction until it's completion in 2005.*

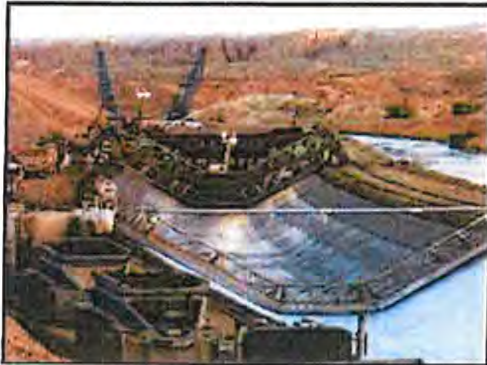
**Mid - Vallev Pipeline**  
Coachella Valley, CA



Mid-Valley Pipeline, Phase I, a \$ 70 million project, consists of 6.7 miles 54-inch steel pipeline within the stormwater channel from booster station in Indio to Wastewater Reclamation plant in Palm Desert. This project is a key element of district's *Water Management Plan* goal to reduce demand on the groundwater supply by delivering golf courses an alternative source of water.

*LandMark Consultants, Inc. is the geotechnical engineer of record for this project. We are providing geotechnical investigation, compaction and materials testing during construction starting in 2006, for GEI Consultants, Inc.*

**Coachella Canal Lining**  
Imperial County - Riverside County, CA



Coachella Canal Lining, a \$100 million project, consists of constructing a new 34.8 mile section of concrete waterway to replace the still earthen sections. The portion of the canal being replaced begins north of Niland in Imperial County and ends near North Shore in Riverside County.

*LandMark Consultants, Inc. is the geotechnical engineer of record for this project. We are providing geotechnical investigation reports and materials testing during construction starting in 2004, for MWH Americas, inc.*

**WRP No.4 Expansion ( Phase IV )**  
Coachella Valley, CA



Water Reclamation Plant No. 4 Expansion (Phase IV), is a \$17 million project for CVWD located in the community of Thermal, Coachella Valley, California. The plant will increase the capacity to handle local sewage from 6.9 to 9.9 mgd. The project is designed and managed by Lee & Ro, Inc

*LandMark Consultants, Inc. is providing construction inspection and materials testing during construction starting in 2005, for CVWD.*

**Banning Police Station**  
Banning, CA



A \$15M Police Facility, designed by *Holt Architects* of Rancho Mirage, will be the new home for City of Banning, Police Department. The structures consist of 20,500 square feet, two-story ultra modern masonry building with copper roof, and secured car ports and parking facilities, next to the City Hall.

*LandMark Consultants, Inc. is providing geotechnical investigation, construction inspection and materials testing during construction starting in 2006.*

**Dillon Wind Farm**  
Palm Springs, CA



Dillon Wind Farm Project consists of forty-five (45) MHI 1.0 Mw wind turbine generators, and a Substation, is located in the northern portion of Palm Springs, California. The tower was approximately 200 feet high, and was placed on an 8 foot thick reinforced concrete mat foundation. The project is owned by Dillon Wind Power, LLC, a subsidiary of PPM Energy.

*LandMark Consultants, Inc. is the geotechnical of record for this project. We are providing construction inspection and materials testing during construction in 2007, for D.H Blattner & Sons of Minnesota and Rosendin Electric of California.*

**Photovoltaic Array Design/Build @ Selev Ranch**  
Borrego Springs, CA



The project occupies approximately 1 acre of land and required the installation of 1,700 solar panels and associated electrical equipment. It is the largest solar power system in San Diego County and the largest solar driven pump system in the world.

*LandMark Consultants, Inc. is the geotechnical of record for this project. We are provided geotechnical design parameters and investigation for the proposed project in 2004 for Blymyer Engineers Inc.*

**P971A CAMOUT Training Facilities I**  
MCAGCC, Twenty-nine Palms, CA



P-971A CAMOUT Facilities, Phase I (Urban Core), was constructed by Soltek Pacific of San Diego as part of desert ground training facilities located at the Marine Corps Air Ground Combat in Twentynine Palms, California. The phase I included fifty four (54) buildings (approximately 131,000 M2), and urban roads, on approximately 69 acres of land. These buildings are one to five story cast-in-place concrete buildings which resembled typical urban desert cities. The project also included installation of several miles of utilities and pipelines.

*LandMark Consultants, Inc. was retained by Soltek Pacific to provide geotechnical engineering services, on-site construction inspection and materials testing during constructions through 2008.*

# RESUME

**GREG M. CHANDRA, P.E., M.ASCE**  
**Principal Engineer**

*Education*

B.S. Civil Engineering, California Polytechnic University, 1979

*Registration*

Registered Civil Engineer  
No. 34432, California  
No. 49886, Arizona

*Summary of Experience*

Mr. Chandra has over 35 years of experience supervising geotechnical, construction, and materials testing and inspection projects from initiation to completion. His experience consists of a wide range of projects for both private developers and government agencies, in both the United States and Asia. Such projects have included: school and university facilities, residential communities/subdivisions, commercial buildings and industrial complexes, recreation facilities, sewage treatment facilities, water facilities, airports, street and highway improvements with construction costs well over \$2 billion. Mr. Chandra has also supervised public works project including assessment districts, flood control and sewage treatment plants.

*Professional Experience*

2002 – Present	Area Manager/Principal Engineer, LandMark Consultants, Inc.
1998 – 2002	Project Manager/Materials Engineer, Kleinfelder, Inc.
1993 – 1998	Deputy Construction Manager, PT Sentra BDNI
1978 – 1993	Materials Engineer/Operations Manager, RMA Group

*Selected Project Experience*

- Performing geotechnical and materials consulting services for various buildings and facilities for Riverside County EDA in Riverside, Indio, Thermal and Mecca, California
- Performed geotechnical and materials consulting services for various street and bridge Improvements for cities of Rancho Mirage, Palm Desert, Indian Wells, La Quinta, and Indio, in Coachella Valley, California.
- Performed geotechnical and materials consulting services for Coachella Canal Lining for Montgomery Watson Harza, in Coachella Valley, California.
- Performed geotechnical and materials consulting services for Coachella Valley Water District, in Coachella Valley, California
- Performed geotechnical and materials consulting services for Desert Water Agency in Palm Springs, California.
- Performed materials consulting services for East Branch Water Extension Project, for State of California Department of Water Resources, in Redlands-Yucaipa-Cherry Valley, California
- Performed geotechnical and materials consulting services for TVRI and TVWP Waterline Projects for Boyle Engineering, County of Riverside, Ca.

- Performed geotechnical and materials consulting services for Bridge over Sand Creek, for San Manuel Band of Mission Indian, in San Bernardino, California.
- Performed materials consulting services for Westfield Shoppingtown Expansion, for Westfield Corporation, in Palm Desert, California.
- Performed geotechnical and materials consulting services for New Commissary in Twentynine Palms Marine Base, for Hensel Phelps, in Twentynine Palms, California.
- Performed geotechnical and materials consulting services for Big Bear Mountain Bottling Facility, for San Manuel Band of Mission Indians, in San Bernardino, California.
- Performed geotechnical and materials consulting services for Con-Way Transportation Facilities in Fontana, Blythe, Kettlement City and Oxnard, California.
- Performed materials consulting services for Anaheim Convention Center Expansion, for City of Anaheim, in Anaheim, California
- Performed materials consulting services for the USP and FCI Correction Facilities for Hensel Phelps in Victorville, California.
- Performed geotechnical and materials consulting services for Lowe's in Riverside and Rancho Santa Margarita, in California.
- Performed construction inspection and materials testing for Xavier College Preparatory Catholic High School, in Palm Desert, California
- Performed construction management, geotechnical and materials consulting services for Sentra BDNI, for Gajah Tunggal Group, in Jakarta, Indonesia
- Performed geotechnical and materials consulting services for housing tracts in Coachella Valley, for Alpine Homes, California
- Performed geotechnical and materials consulting services for housing tracts in Coachella Valley, for Centennial Homes, California.
- Performed geotechnical and materials consulting services for Providence Ranch in Riverside County, for Stratham Homes, California.
- Performed geotechnical and materials consulting services for Esplanade in La Quinta, for Lennar Homes, California.
- Performed geotechnical and materials consulting services for housing tracts in San Bernardino and Riverside Counties, for Lewis Homes, California.
- Performed geotechnical and materials consulting services for the K-12 Educational Park, for the Coachella Unified School District in Thermal, California.
- Performed geotechnical and materials testing services for the Jackson Elementary School Modernization in Indio, California.
- Performed materials testing consulting services for modernization project Phases D-H and Valley View Elementary School Addition for the Alvord Unified School District, Riverside, California.
- Provided geotechnical consulting services for Jewish Academy in Los Angeles and Perris Day School in Perris for WLC Architects, Rancho Cucamonga, California.

**STEVEN K. WILLIAMS, PG, CEG**  
**Senior Engineering Geologist**

*Education*

B.S. Geology, University of Utah, 1989  
M.S. Geology, University of Utah, 1993

*Registration*

Registered Geologist No. 33759, Arizona (1999)  
Professional Geologist No. 6975, California (1999)  
Certified Engineering Geologist No. 2261, California (2002)

*Summary of Experience*

Mr. Williams has over 25 years of experience in the geotechnical and engineering geology field and is responsible for project management including cost estimation and proposal preparation, conducting field exploration, and preparation of geotechnical and geologic reports. He has performed geotechnical, geologic, and environmental studies for a wide variety of projects including correctional facilities, power generation and transmission facilities, water and wastewater facilities, schools, residential subdivisions, commercial developments, and landfills throughout southeastern California and southwestern Arizona. Mr. Williams' field experience includes earthquake fault trench investigations, logging of soil borings and exploratory trenches, collection and documentation of soil samples, laboratory testing, monitoring of pile driving operations, as well as preparation of Phase I and Phase II Environmental Site Assessments.

*Professional Experience*

2003 - Present	Senior Engineering Geologist, LandMark Consultants, Inc.
1999 - 2003	Project Geologist, Southland Geotechnical, Inc.
1994 - 1999	Staff Geologist, Southland Geotechnical, Inc.
1994	Field Geologist, Bureau of Land Management
1991-1992	Exploration Geologist, Kennecott Corporation

*Selected Project Experience*

*Water/Wastewater*

- Calexico Water and Wastewater Treatment Plants Upgrades
- Imperial Wastewater Treatment Plant Upgrades
- Holtville Wastewater Treatment Plant and Sewer Force Main
- Calipatria Water Treatment Plant Upgrades
- Niland Water Treatment Plant Upgrades

*Public Works*

- Coachella Canal Lining – 33 miles
- Brandt Road Bridge Reconstruction
- El Centro Outfall Force Sewer Main
- 14-Mile Natural Gas Line – So Cal Gas Co.
- Calipatria Water Treatment Plant Upgrades

*Medical/Fire/Police Facilities*

- El Centro Regional Medical Center Facility Expansion and Modernization
- Pioneers Memorial Hospital Emergency Department Expansion
- Pioneers Memorial Hospital Surgical Addition
- ECRMC MOB Building
- El Centro Police Station
- Calexico Fire Station
- Niland Fire/Sheriff Substation
- Winterhaven Fire/Sheriff Substation
- IV Detention Facility
- Imperial County Jail Expansion

*Schools*

- Cross Elementary School – Imperial
- La Paloma Middle School – Brawley
- Imperial Valley College Expansion – Imperial
- Calexico High School Improvements
- Middle School Gymnasiums (Heber, Seeley, Meadows, Holtville MS, Barbara Worth JH)
- De Anza Magnet School Multipurpose Building
- Central Union High School STEM Building
- San Pasqual High School Gymnasium

*Power Generation Facilities*

- Cal Energy Salton Sea #5 Geothermal Plant
- Hudson Ranch Geothermal Power Plant – Calipatria
- Ormat Nevada Brawley North Geothermal Power Plant – Brawley
- Imperial Irrigation District Substations and Transmission Lines
- Solar Facilities (Seville, Vega, North Shore, Drew, Mt. Signal 1, 2, & 3, Dixieland, IVSC 1 & 2, Nider, Laurel, Big Rock, Wistaria)
- Seville Solar Facility
- Vega Solar Facility
- North Shore Solar Facility
- Wistaria Solar Facility

*Commercial/Industrial*

- Calexico-Mexicali Concrete Plant
- Brawley Beef Processing Plant and Plant Expansion
- Imperial Valley Plaza Mall – El Centro
- Cal Energy Zinc Extraction – Calipatria
- Simbol Minerals Extraction – Calipatria
- California Ethanol Plant – Imperial
- Fed-Ex Facility – Calexico
- Vilore Foods Warehouse – Imperial
- Taco Bell – Brawley
- McDonalds – Calexico

*Miscellaneous*

- Salt Creek Drain Embankment Slope Stability
- Gateway Fault Study
- Burrtec Salton City Landfill Geologic Evaluation

*Residential*

- El Centro Commons Apartments – El Centro
- Heber Apartments – Heber
- Worthington Apartments – Imperial
- Washington Square Apartments – Imperial
- Las Praderas Apartments – Calexico
- Serenita Apartments – Brawley
- Cambria III Subdivision – Imperial
- Victoria Park Subdivision – Brawley

*Professional Memberships*

- Geological Society of America (GSA)
- Seismological Society of America (SSA)

**JULIAN R. AVALOS, PE, GE**  
**Senior Geotechnical Engineer**

*Education*

B.S. Civil Engineering, Universidad Autonoma Baja California, 1995  
M.S. Soil Mechanics, Universidad Nacional Autonoma Mexico, 2001

*Registration*

Registered Civil Engineer No. 73339, California  
Geotechnical Engineer No. 3164, California  
Registered Civil Engineer No. 49518, Arizona

*Summary of Experience*

Mr. Avalos has over 16 years of experience in all areas of geotechnical engineering. His technical responsibilities include all phases of logistics, cost estimating, drilling, sampling, field and laboratory testing, engineering analyses, development of design criteria and construction recommendations. He has performed geotechnical evaluations including analysis and design of earth structures, earth pressure studies, static and seismic settlement, liquefaction potential, slope and landslide stability, foundation inspections, earth reinforcement, membrane liners, expansive soil problems, and construction materials.

*Professional Experience*

2008 - Present	Senior Engineer, Landmark Consultants, Inc.
2004 - 2008	Staff Engineer, Landmark Consultants, Inc.
2002 - 2004	Project Engineer/Partner, Geotechnical and Concrete Professional Studies
1997 - 2002	Project Engineer, Federal Energy Commission (CFE)
1996-1997	Project Engineer, Dennis Engineering
1995-1996	Machine Operator/Construction Asst., Geo-Provi Group

*Selected Project Experience*

*Water/Wastewater*

- Calexico Water and Wastewater Treatment Plants Upgrades
- Imperial Wastewater Treatment Plant Upgrades
- Holtville Wastewater Treatment Plant and Sewer Force Main
- Calipatria Water Treatment Plant Upgrades
- Niland Water Treatment Plant Upgrades

*Roadways*

- Buena Vista and Euclid Avenue Street Improvements – El Centro
- Imperial County OES Building Parking Lot – Imperial
- Aten and Dogwood Roads Intersection – Imperial
- Robinson Road Turn Lane – Imperial
- Wiest Lake Parking Lot Improvements – Brawley
- Euclid Avenue and Buena Vista Avenue Improvements – El Centro
- Dogwood Road from Main to Ross – El Centro
- Hwy 86/S. Marina Drive Signalization – Salton City
- Silsbee Road Reconstruction – Seeley

*Airports*

- Imperial County Airport Pavements -- Imperial
- Brawley Airport Taxiways and Aprons – Brawley
- Calexico Airport Runway Reconstruction – Calexico

*Medical/Fire/Police Facilities*

- El Centro Regional Medical Center Facility Expansion and Modernization
- Pioneers Memorial Hospital Emergency Department Expansion
- Pioneers Memorial Hospital Surgical Addition
- ECRMC MOB Building
- El Centro Police Station
- Calexico Fire Station
- Niland Fire/Sheriff Substation
- Winterhaven Fire/Sheriff Substation
- IV Detention Facility
- Imperial County Jail Expansion

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- Middle School Gymnasiums (Heber, Seeley, Meadows, Holtville MS, Barbara Worth JH)
- De Anza Magnet School Multipurpose Building
- Central Union High School STEM Building
- San Pasqual High School Gymnasium

*Power Generation Facilities*

- Cal Energy Salton Sea #5 Geothermal Plant
- Hudson Ranch Geothermal Power Plant – Calipatria
- Ormat Nevada Brawley North Geothermal Power Plant – Brawley
- Imperial Irrigation District Substations and Transmission Lines
- Solar Facilities (Seville, Vega, North Shore, Drew, Mt. Signal 1, 2, & 3, Dixieland, IVSC 1 & 2, Nider, Laurel, Big Rock, Wistaria)
- La Laguna Energy Generation Plant – Durango, MX
- Rosario IV Energy Generation Plant – Baja California, MX
- Various power transmission lines, telecommunication towers, power substations, throughout Mexico and the Imperial Valley

*Agricultural Facilities*

- El Toro Grain Mill
- Mesquite Cattle Grain Mill
- All American Grain – Grain Silo, Hay Stackyard, Rail Overpass

APPENDIX A – FORM OF PROPOSAL

REQUEST FOR PROPOSAL -  
FOR THE YUCCA VALLEY AQUATICS AND RECREATION CENTER  
GEOTECHNICAL ENGINEERING SERVICES

This form is to be completed and submitted along with the Proposal

I/We the Undersigned, having examined this Request for Proposals and all associated Addenda, do hereby affirm the acceptance of the requirements of the Request for Proposal.

I/We do certify that the information supplied in this submission to be true and complete in all aspects.

This proposal is submitted by: LANDMARK CONSULTANTS, INC

Address: 77-948 WILDCAT DR, PALM DESERT, CA 92211

Telephone: (760) 362-0665 Fax: \_\_\_\_\_

E-mail Address: GCHANDRA@LANDMARK-CA.COM

Name of Authorized Person(s): GREG M. CHANDRA

Position(s) of the Person(s): AREA MANAGER - PALM DESERT

Proponent Authorized Signatory: 

Date: 1/5/2022

*Signature in the designated space, by an authorized officer of the Respondent's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs, where applicable, attributed to the business arrangement between the Respondent and the Town of Yucca Valley, and hereby certifies that the information supplied in this submission to be true and complete in all respects.*

**Addendum No.1  
REQUEST FOR QUALIFICATIONS/PROPOSALS  
FOR THE YUCCA VALLEY AQUATICS AND RECREATION CENTER  
GEOTECHNICAL ENGINEERING SERVICES**

Page 3 of 3

3. In Scope of Work, Section A, Item number 15, Exhibit 2 is mentioned. Can you provide us with Exhibit 2?

*Response:*

*Exhibit 2 attached.*

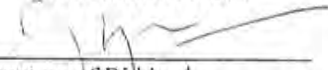
END OF ADDENDUM NO. 1

Town of Yucca Valley  
Public Works Department

Armando Baldizzone, PE  
Public Works Director

Acknowledgement of Receipt  
ADDENDUM NO. 1

Signature of Bidder

  
CINDY MARIE CONSULTANTS INC

ADDENDUM No. 1

J:\1666\_Town of Yucca Valley 001\_Aquatic and Recreation Center\_RFP\_Geotechnical\_RFP\_Geotech Addenda 01\YV\_Aquatics & Recreation\_Geotech  
Addenda 01.docx

APPENDIX B – CONFLICT OF INTEREST STATEMENT

The Proposer must identify and describe in detail each conflict of interest, if applicable.


Use at least one form for each firm and attach additional documentation as necessary.

I. Describe in detail the nature of the actual or potential conflict(s) (involving Project, personnel, financial advantage, or another item):

- a) Project, NOT APPLICABLE
- b) personnel,
- c) financial advantage, or
- d) other item

II. For each actual or potential conflict above, describe in detail the measures proposed to mitigate:

III. Describe in detail the intended effect of the proposed measures on the actual or potential conflict(s) and how the proposed measures will mitigate the actual or potential conflict(s):

Signature  Date January 5, 2022

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Town of Yucca Valley contract personnel.

Name & Title \_\_\_\_\_ Phone \_\_\_\_\_

Solicitation # \_\_\_\_\_ Firm Name \_\_\_\_\_


APPENDIX D –  
DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION

**Debarment, Suspension, Ineligibility Certification**

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
  
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
AUSTIN WILSON  
Title of Authorized Representative

\_\_\_\_\_  
LANDMARK CONSULTANTS, INC  
Business/Contractor/ Agency

\_\_\_\_\_  
1/5/22  
Date



780 N. 4th Street  
El Centro, CA 92243  
(760) 370-3000  
landmark@landmark-ca.com

77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0665  
gchandra@landmark-ca.com

January 11, 2022

Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

**Geotechnical Engineering Services for  
Yucca Valley Aquatics and Recreation Center  
Yucca Valley, California  
LCI Proposal No. L21292G**

Dear Sir/Madam:

**LandMark Consultants, Inc.** has reviewed the contract and will take no exceptions nor request any amendments.

**LandMark Consultants, Inc.** does not have any past, on-going or potential conflicts of interest as a result of performing the work for this project.

**LandMark Consultants, Inc.** has the ability to comply with the Town of Yucca Valley insurance requirements.

The opportunity to provide professional services for this project is greatly appreciated. Please contact our office with any questions or comments at (760) 370-3000.

Sincerely Yours:

**LandMark Consultants, Inc.**

A handwritten signature in black ink, appearing to read "Greg M. Chandra". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Greg M. Chandra, PE, M.ASCE  
Area Manager – Palm Desert

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**NOT APPLICABLE**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following tasks at the following rates:**
  - A. See attached Exhibit C-1 Fee Proposal for total project compensation and compensation per Phase of Work.
  - B. See attached Exhibit C-1 Hourly Rate Sheets from LandMark Consultants Inc submittal response to the RFQ/P document dated January 5, 2022
  
- II. The total compensation for the Services shall not exceed \$134,750.00 as provided in Section 2.1 of this Agreement.**
  
- III. The Consultant's billing rates for all personnel are attached as Exhibit C-1**

**EXHIBIT "C 1"**

RIV #4846-1017-2118 v1



780 N. 4th Street  
El Centro, CA 92243  
(760) 370-3000  
landmark@landmark-ca.com

77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0665  
gchandra@landmark-ca.com

January 5, 2022

Town of Yucca Valley  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

**Fee Proposal for Geotechnical Engineering Services for  
Yucca Valley Aquatics and Recreation Center  
Yucca Valley, California  
LCI Proposal No. L21292G**

Dear Sir/Madam:

**LandMark Consultants, Inc.** is pleased to provide this fee proposal for geotechnical engineering services for the proposed design and construction of a new aquatics and recreation center on the east side of Brehm Park in Yucca Valley, California. The proposal is based on the Request for Qualifications provided by the City of Yucca Valley, dated December 1, 2021.

**LandMark Consultants, Inc.** is a small engineering firm in the geosciences. We have established offices/laboratories in Palm Desert and El Centro, CA. **LandMark Consultants, Inc.** is 100% MBE owned (American Indian Cherokee Nation) firm as certified by State of California, Department of Transportation (CALTRANS). Our facilities are certified by State of California DSA and CALTRAN, and accredited by American Association of State Highway and Transportation Officials (AASHTO). We have provided geotechnical consulting and materials testing and inspection services in the Coachella and Morongo Valley areas of Southern California, since 1987.

**FEE**

We have established the following fees for the outlined requested services:

- Geotechnical Report \$ 18,550.00
- Geohazards Evaluation Report \$ 3,000.00
- Fault Investigation (if required) \$ 40,000.00
- Plans Review \$ 1,200.00
- Geotechnical of The Record No Charge
- Construction & Geotechnical Observation  
    and Testing (see attached Estimate Worksheet) \$ 72,000.00

The proposed fee will be valid for the duration of this project (2022 to 2022). Our field work for geotechnical and geohazard portion can usually commence within two to three weeks after receiving authorization to proceed, depending on the equipment, weather and site conditions. These reports will be submitted approximately four to five weeks after the start of the field work.

Field work for fault investigation portion can usually commence within three weeks after receiving authorization to proceed, depending on the equipment, weather and site conditions. These reports will be submitted approximately four to five weeks after the start of the field work.

Construction and geotechnical observation and testing during construction will be scheduled as per call services that will be coordinated by your project representative. We do need at least 24-hour notice for any field testing and/or special inspection services. *We have attempted to be realistic in developing our estimate for this project; please keep in mind that our services are directly dependent upon the contractor's schedule and events which occur during the duration of the project which cannot always be predicted in advance. Any change in the contractor's schedule will impact our budget. We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. In the event that construction activities result in projected additional fees beyond those described herein, we will contact you for additional written budget increase, if necessary.*

Please contact our office with any questions or comments regarding this proposal. We appreciate the opportunity to provide our professional services for your proposed development.

Sincerely Yours,

**LandMark Consultants, Inc.**



Greg M. Chandra, P.E., M.ASCE  
Area Manager- Palm Desert Office

Attachment: Estimate Worksheet for Construction and geotechnical observation and testing  
2022-2024 Fee Schedule



780 N 4th Street  
 El Centro, CA 92243  
 (760) 370-3000  
 (760) 337-8900 fax

77-948 Wildcat Drive  
 Palm Desert, CA 92211  
 (760) 360-0665  
 (760) 360-0521 fax

## ESTIMATE WORKSHEET

### Construction & Geotechnical Observation and Testing

**CLIENT:** Town of Yucca Valley  
**PROJECT:** Aquatic & Recreation Center  
**LOCATION:** Yucca Valley, California  
**PROPOSAL NO.:** LP21292T

FIELD	Trips	Hrs.		Rate	Total
Soil Technician - Grading	10	80	@	\$ 130.00	\$ 10,400.00
Soil Technician - Backfill/SG/Base/AC	15	60	@	\$ 130.00	\$ 7,800.00
ICC Inspector - Conc/Masonry/Welding/HSB	30	240	@	\$ 140.00	\$ 33,600.00
ICC Inspector - Ultrasonic (level II)	5	40	@	\$ 210.00	\$ 8,400.00
Project Engineer (Meeting)	4	8	@	\$ 200.00	\$ 1,600.00
<b>Subtotal:</b>					<b>\$ 61,800.00</b>

### LABORATORY

Concrete Compression Test	20	@	\$ 35.00	\$ 700.00
Grout/Mortar Compression Test	25	@	\$ 40.00	\$ 1,000.00
AC Extraction/Gradation	2	@	\$ 300.00	\$ 600.00
Maximum Density/Optimum Moisture (A)	2	@	\$ 225.00	\$ 450.00
Maximum Density/Optimum Moisture (B/C/D)	1	@	\$ 250.00	\$ 250.00
Maximum Density - AC	2	@	\$ 250.00	\$ 500.00
<b>Subtotal:</b>				<b>\$ 3,500.00</b>

<b>PROJECT MANAGEMENT - REPORTS</b>	10%	\$ 65,300.00	\$ 6,530.00
<b>Subtotal:</b>			<b>\$ 6,530.00</b>
<b>TOTAL:</b>			<b>\$ 71,830.00</b>

**Landmark Consultants, Inc.**  
**2022- 2004 Standard Fee Schedule**

**PROFESSIONAL RATES  
(HOURLY)**

Principal Engineer	\$250
Geotechnical Engineer	\$250
Senior Engineer	\$230
Project Engineer	\$200
Staff Engineer	\$185
Operations Manager	\$170
Senior Geologist	\$230
Project Geologist	\$200
Staff Geologist	\$185

\* \$120/hr added for all investigative work with legal (court) cases  
 \* \$220/hr added for all depositions/court appearances w/ 4-hr. min

**TECHNICAL RATES (\*)**

Testing Technician-(Concrete/Masonry/Soils/Asphalt)	\$95.00
Special Inspector-(Masonry, Steel, Concrete, Welding & Bolt)	\$99.00
Laboratory Technician	\$95.00
DSA Project Technician/Inspector	\$130.00
Admin. Support Staff	\$90
Drafting	\$100
Copies of Reports (Min)	\$50

\* \$35/hr added for all Testing/Laboratory Technician for PW rate  
 \* \$41/hr added for all Special Inspector for PW rate

**EQUIPMENT/MATERIAL CHARGES**

2 & 4 WD Vehicle (per mile)	\$0.95
Tow-Behind Auger (per day)	\$90
Truck Mounted Drilling (Flight Auger per hr.)	\$400
Truck Mounted Drilling-(Prevailing Wage and Env. per hr.)	\$500
Per Diem Technicians/Inspectors (per day)	\$175
Per Diem Drillers (per day)	\$500
Trip Charge (per day)	\$285
Cone Penetrometer Mob	\$3,000
Piezocene and Stratigraphic Plots (per ft.)	\$15
Resistivity, Piezocone Testing (per ft.)	\$15
Seismic Piezocone Testing (per ft.)	\$30
Per Diem (CPT)	\$500
Grouting (per ft.)	\$10
Dozers, Backhoe, Portable Auger, etc.	\$Cost+20%
2" diameter slotted PVC Piezometer (w/filter sock & gravel pack per ft.)	quote
8" diameter cast-iron Piezometer cover	\$100

**MATERIALS TESTING EQUIPMENT-FIELD  
(DAILY RATES)**

Swiss Hammer (Concrete)	\$80
Masonry Mortar Penetrometer	\$80
Vibrating Probe (Concrete)	\$90
Generator	\$150
Coring Machine	\$150
2" Diamond Bit/Core	\$50
3" Diamond Bit/Core	\$60
4" Diamond Bit/Core	\$70
6" Diamond Bit/Core	\$90
8" Diamond Bit/Core	\$110
Rebar Locator (R-Meter)	\$85

**COMPACTION CURVES**

Relative Compaction (CAL 216)	\$250
Standard 4" Mold, D698 Method A	\$210
Standard 6" Mold, D698 Method B,C,D	\$240
Modified 4" Mold, D1557 Method A	\$210
Modified 6" Mold, D1557 Method B,C,D	\$240
Relative Density	\$450
Relative Compaction	\$250

**SOIL & AGGREGATE STABILITY**

R-Value (CAL 301)	\$330
CBR 100% Compaction	\$660
Soil Cement, CTB, Mix Design	\$5,500
CTB Compression Test	\$105
Soil-Lime Compression Test (Includes Prep)	\$775

**BASIC SOIL & AGGREGATE PROPERTIES**

Sieve Analysis, Coarse & Fine Including Wash	\$140
Sieve Analysis, Coarse (CAL 202)	\$125
Sieve Analysis, Fine Including Wash	\$125
#200 Wash (CAL 202)	\$90
Sand Equivalent-Average of 3 (CAL 217)	\$125
Plasticity Index (CAL 204)	\$190
Expansion Index (UBC 29-2)	\$160
Moisture Determination and Unit Weight	\$55
Moisture Determination Only	\$30
Permeability Test (Undisturbed Samples) (D5084)	\$425
Permeability Test (Remolded Samples) (D5084)	\$500
Hydrometer (Without Specific Gravity)	\$310
Corrosivity Series (Resistivity, Ph, Sulfates, Chlorides)	\$260

**Construction Administration/Project Management: 10% of Field & Laboratory Subtotal**

2 hrs minimum will be charged for all field work and thereafter in 4 hrs increments. An overtime premium of 1.5 times the standard rate will be charged for all personnel services periods in excess of 8 hrs per day or Saturday, and 2 times the standard rate for work in excess

**Landmark Consultants, Inc.**  
**2022 - 2024 Standard Fee Schedule**

**SHEAR STRENGTH & CONSOLIDATION TEST**

Unconfined Compression	\$145
Direct Shear (3pt. Staged Test)	\$380
Consolidation, Per load Increment w/ Time Rate	\$130
Consolidation Test w/ Time Rate	\$175

**AGGREGATE QUALITY**

Organic Impurities (CAL 213)	\$115
Specific Gravity and Absorption, Coarse Aggregate (CAL 206)	\$90
Specific Gravity and Absorption, Fine Aggregate (CAL 207/208)	\$115
Unit Weight (Average of 3) (CAL 212)	\$80
Los Angeles Rattler Test-500 Revs (CAL 211)	\$200
Los Angeles Rattler Test-1000 Revs (CAL 211)	\$230
Sulfate Soundness 5 cycle test per primary size (C88)	\$150
Mortar Making Properties of Sand (CAL 515)	\$525
Potential Reactivity Test (ASTM C289)	\$1,100
Cleanness Value Test (CAL 227)	\$165
% Crushed Particles (CAL 205)	\$130
Flat & Elongated Particles per screen size (D4791)	\$85
Clay Lumps and Friable Particles (C142)	\$165
Lightweight Pieces in Aggregate (C123)	\$340
Durability Index-Coarse or Fine (CAL 229)	\$190

**MASONRY**

Compression Test, Grout Prisms	\$35
Compression Test, Mortar Cube/Cylinder	\$35
Compression Test, Masonry Unit	\$65
Compression Test, Masonry Prism (Grouted)	\$160
Absorption and Received Moisture, Masonry Unit (Unit weight, 3 required)	\$90
Grout or Mortar Specimen, Handled & Cured But Not Tested	\$35
Bond Test (Shear) for grout/masonry interface (DSA)	\$115

**CONCRETE**

Concrete Mix Design or Review (Not Including Lab Test)	\$600
Laboratory Trial Batch, Incl. Compression Testing of 6 Specimens	quote
Compression Test, Concrete Cylinder (CAL 521)	\$35
Unit Weight of Concrete Cylinders (CAL 518)	\$55
Flexural Strength, Concrete Beam (CAL 523)	\$110
Compression Test, Gunite	\$75
Compression Test on Cored Specimens	\$75
Cylinder Molds (if not tested by Landmark)	\$15
Drying Shrinkage Test, Set of 3 (CAL 537)	\$525
Modulus of Elasticity of 6"x12" Concrete Cylinder	\$325
Splitting Tensile Strength	\$100
Chloride Ion Determination (Water Soluble)	\$375

**ASPHALT**

Agg. Corr. Factor Ignition (Lab Mix)	\$500
Extraction % Bitumen (Reflux Method)-Inc. Shipping	quote
%Bitumen (Ignition Oven /Gradation of Extracted Sample)	\$350
Stabilometer Test on Premixed Sample (CAL 366)	\$450
Inc. Hveem Max. Density	
%Bitumen (Ignition Oven) (CAL 382)	\$160
Complete Design of Wearing Surface for a Given Asphalt/Aggregate, Hveem (CAL 367)	quote
Stability & Flow on Premixed Sample (Set of 3)	
Inc. Marshall Max. Density	\$450
Marshall Stability & Flow (Set of 4) Lab Mix	
Inc. Marshall Max. Density	\$510
Unit Weight of Asphalt Core (CAL 308)	\$65
Max Density of Mix by Marshall/Hveem Method (Without Mixing)	\$240
Maximum Theoretical Specific Gravity (CAL 309)	\$220
Maximum Theoretical Specific Gravity (ASTM D2041)	\$160
Index of Retained Strength	\$1,100
Tensile Strength Ratio (CAL 371)	\$1,300
Tensile Stress Ratio	\$825
Stripping (CAL 302)	\$210

**METALS**

Tensile, Up to 3/4" (Not Including Machining Cost)	\$100
Greater than 3/4"	\$150
Bend	\$100

**WELDING QUALIFICATIONS - STRUCTURAL STEEL (PHYSICAL TEST METHOD - ASTM, AWS, API, AISC)**

* Visual Inspection	\$105
* Magnetic Particle/Ultrasonic Testing	\$275
Operator Performance & Procedure Tests	\$115
Machining & Material Costs	\$95
Qualification Tests on Machined Coupons	\$250

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.**

Project Phases as detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.

- II. Consultant shall deliver the following tangible work products to the Town by the following dates.**

Deliverables per project phases as detailed on the attached Exhibit A1 – LandMark Consultants, Inc proposal dated January 5, 2022 in response to Town RFQ/P for Geotechnical Engineering Services for Proposition 68, Aquatics and Recreation Center Project.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**AGREEMENT FOR SERVICES**

**By and Between**

**TOWN OF YUCCA VALLEY**

**and**

**GEOCON WEST, INC.**

**AGREEMENT FOR SERVICES  
BETWEEN THE TOWN OF YUCCA VALLEY AND  
GEOCON WEST, INC.**

THIS AGREEMENT FOR SERVICES (herein“ Agreement”) is made and entered into this 7<sup>th</sup> day of November 2023 by and between the Town of Yucca Valley, a general law city (“Town”) and Geocon West, Inc. (“Consultant”). Town and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

**RECITALS**

A. Town has sought, by Request For Proposal the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the Town’s Municipal Code, Town has authority to enter into and execute this Agreement.

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”) and the Scope of Service shall include the Consultant’s scope of work in Consultant’s accepted bid proposal (“Accepted Bid”) shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

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

#### 1.4 Licenses, Permits, Fees and Assessments.

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

#### 1.5 Familiarity with Work.

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

#### 1.6 Care of Work.

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

### 1.7 Further Responsibilities of Parties.

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

### 1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.9 Special Requirements.

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

### 2.0 Prevailing Wage.

It is the understanding of the Town and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Ninety Seven Thousand Four Hundred and Forty Dollars (\$397,440.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services ~~less contract retention~~; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) ~~contract retention is maintained~~, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant

which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics or pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

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

<u>Lisa Battiato</u> (Name)	<u>Senior Geologist / Regional Manager</u> (Title)
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<u>Harry Derkalousdian</u> (Name)	<u>Senior Project Engineer</u> (Title)
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<u>Andrew Shoashekan</u> (Name)	<u>Project Engineer</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Town. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Town of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise

expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Town. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Consultant shall have no authority to bind Town in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

(b) Consultant shall perform all Services as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to an concern the result of Consultant's provision of service and not the means, methods, or scheduling of the Consultant's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such benefits, privileges or rights.

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. To the extent set forth herein, Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The Town shall be named additional insured.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. With respect to any subconsultants hired by Consultant, only those subconsultants who provide design professional and/or consulting services shall be required to carry and maintain Professional Liability insurance with minimum limits of \$1,000,000. This coverage may be written on a “claims made” basis, ~~and must include coverage for contractual liability~~. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Consultant shall provide to the Town an endorsement that the workers’ compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

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

(g) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(h) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

## 5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers shall be named additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any General Liability or Automobile Liability claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any General Liability or Automobile Liability insurance or self-insurance maintained by the Town,

its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$150,000.00, it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

Except for Professional Liability insurance, the policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Except for Professional Liability insurance, Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer. Notwithstanding the foregoing with respect to Professional Liability insurance, waiver of subrogation coverage may be provided as required by written contract per policy form in lieu of a formal, separate endorsement page.

. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

### 5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, and employees ~~and agents~~ ("Indemnified Parties") from and against ~~any and all~~ liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs ~~of any kind, whether actual, alleged or threatened~~, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) ~~arise out of, are a consequence of, or are in any way attributable to~~ to the extent caused by, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, ~~agents~~, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement. Pursuant to Civil Code section 2782.8, in no event shall the cost to defend charged to Consultants proportionate share of fault.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town, and any and all of its employees, and officials ~~and agents~~ from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs ~~of any kind, whether actual, alleged or threatened~~, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of Town to monitor compliance with these requirements imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Town's Negligence. The provisions of this section do not apply to claims occurring as a result of Town's ~~sole~~ negligence. The provisions of this section shall not release Town from liability arising from ~~gross~~ negligence or willful acts or omissions of Town or any and all of its officials, employees and agents.

### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager

of the Town (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

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

### **6.1 Records.**

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

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents; Exceptions; Warranty.**

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant (collectively, “Documents”) under this Agreement are Town’s property. Consultant may retain copies of such Documents as desired but will deliver all original materials to Town upon Town’s written notice. Town agrees that use of Consultant’s completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Town’s own risk. Consultant warrants represents that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft’s Bing Chat, Google’s Bard, and Meta’s LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not

constitute an original work, i.e., submitting Documents generated by such AI tools to Town and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, Town specifically rejects ownership of such Documents. Consultant is required to indemnify and defend Town to the fullest extent allowed by applicable law should it violate this Section.

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

All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

All Final Work Product developed by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of Town and may be used, reused or otherwise disposed of by Town without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Consultants' work notes and drafts, which are owned by Consultant, not Town.

#### 6.4 Confidentiality and Release of Information.

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

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

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Town

shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes; Default.**

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

### **7.3 Retention of Funds.**

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which

shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

#### 7.4 Waiver.

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

#### 7.5 Rights and Remedies are Cumulative.

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

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

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

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

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

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

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

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Notices.

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

### 9.2 Interpretation.

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

### 9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Authority to Execute.

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

**[SIGNATURES ON FOLLOWING PAGE]**

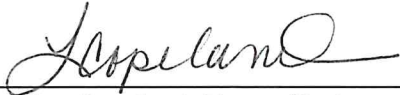
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**TOWN OF YUCCA VALLEY:**



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

ATTEST:



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

**APPROVED AS TO FORM:**


\_\_\_\_\_  
Thomas D. Jex, Town Attorney

**CONSULTANT:**


Geocon West, Inc.,

\_\_\_\_\_  
a California corporation

By:

  
\_\_\_\_\_  
Name: Joseph Vettel  
Title: Chief Executive Officer

By:

  
\_\_\_\_\_  
Name: William Lydon  
Title: Chief Financial Officer

Address: 2015 West Park Avenue, Suite 1  
\_\_\_\_\_  
Redlands, CA 92373  
\_\_\_\_\_

**Two signatures are required if a corporation.**

**NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

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


**TOWN OF YUCCA VALLEY:**

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

ATTEST:

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

APPROVED AS TO FORM:

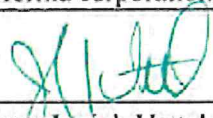
  
\_\_\_\_\_  
Thomas D. Jex, Town Attorney

CONSULTANT:

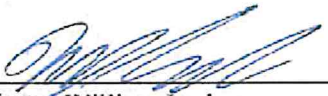
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Address: 2015 West Park Avenue, Suite 1  
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Redlands, CA 92373  
\_\_\_\_\_

Two signatures are required if a corporation.

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SAN DIEGO)

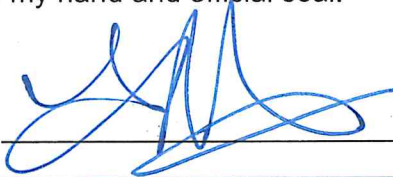
On NOVEMBER 9, 2023 before me, LISA JO DUNCAN  
(insert name and title of the officer)

personally appeared WILLIAM LYDON & JOSEPH VETTEL,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. Geotechnical Testing
  - B. Special Inspection
  - C. Material Testing
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
  - A. Geotechnical Testing Reports
  - B. Special Inspection Reports
  - C. Material Testing Reports
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:**
  - A. As they become available
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
A.	<u>Per Fee Proposal</u>	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$397,440.00 as provided in Section 2.1 of this Agreement.**

**VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**



**2023 SCHEDULE OF FEES**

**PROFESSIONAL SERVICES**

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher .....	\$95/hr
Engineering Assistant/Lab Technician.....	95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.) .....	*90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles) .....	*125/hr
Staff Engineer/Geologist.....	*125/hr
Senior Staff Engineer/Geologist .....	*135/hr
Project Engineer/Geologist .....	*145/hr
Senior Project Engineer/Geologist.....	*155/hr
Senior Engineer/Geologist .....	*175/hr
Associate Engineer/Geologist.....	*200/hr
Principal Engineer/Geologist/Litigation Support.....	400/hr
Attorney Fees (General).....	500/hr
Deposition or Court Appearance.....	550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

\*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

**TRAVEL**

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$300/day
Vehicle Mileage .....	0.75/mile

**EQUIPMENT, MATERIALS, & ANALYTICAL TESTS**

Nuclear Density Gauge / Sand Cone Testing Equipment.....	\$10/hr	55-Gallon Drum .....	120/ea
Vehicle .....	10/hr	Visqueen (6 mil 20X100').....	135/roll
Special Inspection Equipment .....	5/hr	Traffic Cones/Barricades .....	35/day
Asphalt Cold Patch/Concrete .....	30/bag	TPHg(EPA 8015B) .....	70/ea
Double Ring Infiltrometer Equipment .....	200/day	TPHd/TPHmo.....	(EPA 8015M) 75/ea
GPS Unit .....	160/day	TPH Carbon Chain Breakdown .....	(EPA 8015M) 110/ea
Pick-up Truck .....	150/day	Methanol and/or Ethanol (EPA 8015M) .....	125/ea
Water Buffalo.....	75/day	Volatile Organic Compounds .....	(EPA 8260B) 125/ea
Dynamic Cone Penetrometer .....	400/day	Semi-Volatile Organic Compounds.....	(EPA 8270) 225/ea
Hand-Auger .....	50/day	PAHs (EPA 8270SIM) .....	185/ea
Distilled Water (5-gallon) .....	20/ea	CAM 17 Metals (EPA 6010B) .....	170/ea
Bailer (Reusable) .....	35/day	Single Metal .....	(EPA 6010B) 30/ea
Bailer (Disposable) .....	15/ea	Hexavalent Chrome (EPA 7199) .....	75/ea
Stainless Sampling Pump .....	\$150/day	Organochlorine Pesticides (EPA 8081) .....	110/ea
Battery-Powered Pump .....	75/day	Organophosphorus Pesticides (EPA 8141) .....	125/ea
Water Level Indicator .....	40/day	Chlorinated Herbicides (EPA 8151) .....	125/ea
Interface Probe .....	125/day	PCBs (EPA 8082) .....	95/ea
Photo-Ionization Meter .....	150/day	Soil pH (EPA 9045C).....	20/ea
Combustible Gas Meter .....	150/day	WET or TCLP Extraction .....	85/ea
pH/Conductivity/Temperature Meter .....	150/day	EPA 5035 Sample Kits .....	40/ea
Turbidity Meter .....	80/day	Asbestos (PLM) .....	25/ea
Air Sampling Pump .....	80/day	Asbestos (400-point count).....	50/ea
Level D PPE/Decon Rinse Equipment .....	50/day	Sample Compositing .....	20/composite
Concrete Coring Equipment .....	285/day	48-hour Turnaround Time .....	60% surcharge
Generator or Air Compressor .....	150/day	72-hour Turnaround Time .....	40% surcharge

## LABORATORY TESTS\*

### COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold.....	300/ea
(CT 216) California Impact .....	300/ea
Check Point.....	125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ...	200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) ....	350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	125/ea

### SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value .....	\$350/ea
(D2844/CT301) Resistance Value, Treated .....	350/ea
(D1883) California Bearing Ratio .....	600/ea
(C977) Stabilization Ability of Lime .....	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) ....	600/ea

### CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$175/ea
(D4972/T289) pH Only .....	75/ea
(CT417) Sulfate Content.....	125/ea
(CT422) Chloride Content .....	125/ea
(D2974) Organic Content .....	100/ea

### PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head.....	280/ea
(D2434) Permeability, FHA Slab-on-Grade .....	110/ea
(D2434) Permeability, Hourly .....	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) .....	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload ...	\$90/ea
(D4546) Swell/Compression Testing & Density .....	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County).....	100/ea
(D4546) Swell/Settlement Testing & Density (FHA) .....	90/ea
(D4829) Expansion Index of Soils.....	250/ea

### STEEL TESTING

#### Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller .....	\$100/ea
#14 Bar .....	\$125/ea
#18 Bar (Proof Test) .....	\$150/ea

#### (A370) Bend Test

#11 Bar & Smaller .....	\$50/ea
#14 & #18 Bar .....	\$75/ea

#### (A370) Tensile - Mechanically Spliced Bar

#11 Bar & Smaller .....	\$175/ea
#14 Bar & Larger.....	\$225/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control .... 175/ea

(A370) Straightening of bar (if required)..... 50/ea

#### Structural Steel Tests:

(A370) Machining & Prep of Test Specimen .....	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$125/ea
200,000 – 300,000 lbs.....	150/ea
300,000 – 400,000 lbs.....	175/ea

#### Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire .....	\$175/ea
(A416) Tensile Strength, 7-Wire Strand.....	\$200/ea

### SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash.....	175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash....	125/ea
(C117/D1140/T11) Materials Finer than #200.....	115/ea
(D2216/T265/CT226) Moisture Content.....	40/ea
(D2487/D2488) Visual Soil Classification.....	40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	50/ea
(D4943) Shrinkage Factors of Soils, Wax Method .....	75/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$250/ea
(C142/T112) Clay Lumps and Friable Particles.....	155/ea

### SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles .....	250/ea
(D3744/CT229/T210) Durability Index Fine .....	200/ea
(D3744/CT229/T210) Durability Index Coarse .....	200/ea
(CT227) Cleanness Value .....	200/ea
(D4791) Flat & Elongated Particles .....	175/ea
(D693/CT205) Percent Crushed Particles .....	200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate..	200/ea
(C40/CT213/T21) Organic Impurities.....	100/ea
(C235) Soft Hardness (Scratch Hardness) .....	125/ea
(C88/CT214/T104) Sulfate Soundness .....	500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate... 175/ea	
(C127/CT206/T85) Coarse Specific Gravity.....	150/ea
(C128/CT207/T84) Fine Specific Gravity.....	175/ea
(D854/CT209/T100) Specific Gravity of Soil.....	200/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....	125/ea
(D2419/CT217/T176) Sand Equivalent .....	150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	250/ea
(D4318/CT204/T89) Liquid Limit .....	125/ea
(D4318/CT204/T90) Plastic Limit .....	125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete... Quote	

### SHEAR STRENGTH

(D2166) Unconfined Compression .....	\$100/ea
(D3080/T236) Direct Shear (3 points) .....	350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear .....	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

### MASONRY\*\*

#### Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen)	125/ea
(C140) Compression Test .....	300/ea
(C140) Compression Test (ea. addtl. specimen) .....	125/ea
(C426) Linear Drying Shrinkage.....	350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") .....	30/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....	35/ea

**Masonry Prism (Assemblage):**

(C1314) 8"x8"x16" – 8"x12"x16" .....	\$200/ea
(C1314) 8"x16"x16" – 10"x12"x16" .....	225/ea
(C1314) 12"x12"x16" – 12"x16"x16" .....	250/ea
(C1314) Larger than 12"x16"x16" .....	Quote

**LABORATORY TESTS\* (CONTINUED)**

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A563) Proof Load Test on Nuts .....	\$100/ea
(A325/A490) Hardness Test on Bolts.....	\$50/ea
(A536) Hardness Test on Nuts.....	\$50/ea
(F436) Hardness Test on Washers .....	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination .....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces) .....	\$355

**ASPHALT TESTING**

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM) .....	\$225/ea
(D2041) Theoretical Max Specific Gravity .....	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt.....	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	\$175/ea
(D1188) Unit Weight of Asphalt Core.....	\$95/ea

**MISCELLANEOUS TESTING SERVICES**

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$250/ea
101 Tons – 200 Tons .....	350/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$400/ea
Additional Technician .....	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness ...	\$125/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$250/set
(C67) 5-Hour Absorption, Boiling Water .....	\$250/set
(C67) Compression Test or Modulus of Rupture .....	\$300/set
(C67) Each Additional Specimen.....	\$100/ea

**CONCRETE\*\***

Mix Designs:

(ACI211/ACI214) Concrete Mix Design.....	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor)..	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core...	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam..	125/ea
(C174) Length Measuring of Drilled Cores .....	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3) .....	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen).....	\$125/ea
(C496) Static Modulus of Elasticity.....	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days).....	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	50/ea
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**\*2X Surcharge on rush turn-around for laboratory testing.**

**\*\*Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$5,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.**
  
- II. Consultant shall deliver the following tangible work products to the Town by the following dates.**
  - A. As information become available.**
  
  - B.**
  
  - C.**
  
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**Seconded:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

**13. Budget Report for the Quarter Ending September 30, 2025**

**Motion:**  
Receive and file the Budget Report for the fiscal quarter ended September 30, 2025

**Result:** Passed (Yes 5, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison  
**Seconded:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

**14. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009  
GeoCon West Inc. Consultant Services Contract Amendment**

**Motion:**  
Approve Amendment No. 1 to the professional service agreement with GeoCon West Inc., increasing the contract amount from \$397,440.00 to \$522,440.00 and authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents.

**Result:** Passed (Yes 5, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison  
**Seconded:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

**15. Town Council Meeting Calendar 2026**

**Motion:**  
Receive and file the Town Council Meeting Calendar through January 2027.

**Result:** Passed (Yes 5, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison  
**Seconded:** Council Member Robert Lombardo  
**Ayes:** Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

**16. Certificate of Achievement for Excellence in Financial Reporting**

**Motion:**  
Receive and file the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended June 30, 2024.

**Result:** Passed (Yes 5, No 0, Abstained 0)  
**Mover:** Council Member Rick Denison

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Shane Stueckle, Deputy Town Manager, Jared Jerome, Associate Planner

**Date:** March 9, 2026

**Meeting Date:** March 17, 2026

**Subject:** General Plan Annual Report 2025

**Recommendation:**

That the Town Council receives and files the General Plan Annual Housing Element Progress Report.

**Prior Review:**

The Town Council receives the mandated General Plan Annual Report in the spring of each year. The Town Council last received this report at the meeting of March 18, 2025.

**Discussion:**

Government Code Section 65400 mandates that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress on its implementation. The report must then be filed with the State's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). This annual review addresses the January 01, 2025, through December 31, 2025, time period.

The Town adopted a comprehensive General Plan Update on February 04, 2014. The updated 2021 Housing and Safety Elements were adopted on April 5, 2022. The implementation section of the General Plan recommends that the Town review the General Plan on an annual basis to evaluate implementation progress and to determine if changing conditions make minor adjustments to the Plan desirable.

To comply with State housing law, jurisdictions must update their housing element every eight years. The current Housing Element adopted in 2022 will be due for an update around 2029 to comply with State housing law.

The attached Annual Report addresses the Housing Elements. In each section there is discussion about the progress that the Town has made on its implementation of the General Plan over the past year.

**Alternatives**

There are no alternative recommendations.

**Fiscal Impact:**

There is no fiscal impact created by the recommended action.

**Attachments**

1. 2025 Yucca Valley GP Annual Report
2. YuccaValley2025\_SheetA\_A\_H
3. YuccaValley2025\_SheetA\_I\_V
4. YuccaValley2025\_SheetA\_W\_AC
5. YuccaValley2025\_SheetA2\_A\_G
6. YuccaValley2025\_SheetA2\_AH\_AT
7. YuccaValley2025\_SheetA2\_AU\_BI
8. YuccaValley2025\_SheetA2\_H\_T
9. YuccaValley2025\_SheetA2\_U\_AG
10. YuccaValley2025\_SheetB
11. YuccaValley2025\_SheetC
12. YuccaValley2025\_SheetD
13. YuccaValley2025\_SheetE
14. YuccaValley2025\_SheetF
15. YuccaValley2025\_SheetF2
16. YuccaValley2025\_SheetG
17. YuccaValley2025\_SheetH
18. YuccaValley2025\_SheetJ
19. YuccaValley2025\_SheetK
20. YuccaValley2025\_SheetL
21. YuccaValley2025\_LEAP\_Reporting

# 2025 GENERAL PLAN ANNUAL HOUSING ELEMENT PROGRESS REPORT



## BACKGROUND:

Each year, the Town of Yucca Valley reviews the development activity during the prior year and other programs that work toward implementing the Town’s General Plan. As a major component of this review, residential development activity is reviewed to determine the number and type of dwelling units completed during the year in order to comply with the State of California mandate to monitor the implementation of the Town’s housing goals.

The Town of Yucca Valley Comprehensive General Plan is an official document that is adopted by the Town Council after significant public input and based upon a recommendation from the Planning Commission. The General Plan provides goals, policies, programs, and implementation strategies to guide development and redevelopment, and to preserve valued assets and resources.

Land Use Planning is mandated by the State of California, and has multiple components including long-range or comprehensive planning, current planning or development review, and environmental compliance with the California Environmental Quality Act. Land Use Planning processes are regulated by California law.

State law mandates that specific components are addressed within any comprehensive plan. These are termed “Plan Elements”. The required Plan elements include:

Land Use	Open Space
Circulation	Noise
Housing	Safety
Conservation	

The Town’s General Plan addresses all of these components. It should be noted that the Housing Element must be updated every eight years. The 2021 Housing Element in place for the Town during this review period was approved by the Town Council on April 05, 2022. The 2021 Housing Element update was included in the overall General Plan Update discussed below.

State Law permits the General Plan mandated elements to be amended up to four times annually. The Town approved fifteen General Plan Amendments to the 1995 General Plan. Two general plan amendments to the County General Plan were approved following incorporation and prior to the adoption of the 1995 General Plan. The General Plan Housing and Safety Elements were updated during the 2021-2022 reporting period.

This report does not discuss every component of each Element, but it gives insight into general land use activity and overall General Plan implementation.

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## **DEVELOPMENT CODE UPDATE:**

The Development Code and other regulations play a critical role in implementing the goals, policies, and programs of the General Plan. Specific Plans provide more detailed goals, policies and programs for a more limited, specifically-defined area within the Town's corporate limits.

A complete update of the Development Code was adopted by the Town Council in late 2014.

As part of the Town's on-going Housing Element implementation, the following items were updated in Development Code Amendment (DCA) 05-24, which was adopted at the Town Council meeting of November 5, 2024:

1. Chapter 9.07 Residential and Hillside Reserve Districts is amended pursuant to Housing Element Programs H1-7, H1-8, and H-10. The recommended changes have the effect of allowing residential care facilities serving seven or more people through a Site Plan and Design Review where they were previously permitted through a Conditional Use Permit, removing the requirement for a public hearing from the permitting process, and allowing farmworker/employee housing as a residential and agricultural use, subject to provisions State law and local permitting.
2. Chapter 9.08 Standards And Regulations For Specific Uses In Residential And Hillside Reserve Districts, Section 9.08.100 Accessory Dwelling Units is repealed pursuant to Housing Element Program H1-3. The existing development standards within the code for Accessory Dwelling Units are not consistent with State law, therefore the recommended action is to repeal those standards. Accessory Dwelling Units will continue to be allowed subject to the provisions of State law. Jurisdictions are not required to adopt an ordinance to enable that activity.
3. Chapter 9.09 Commercial Districts is amended pursuant to Housing Element Programs H1-1 and H1-7. The recommended changes have the effect of allowing social care facilities through a Site Plan and Design Review in zoning districts where they were previously permitted through a Conditional Use Permit, removing the requirement for a public hearing from the permitting process, and adding minor notes to incorporate provisions of the adopted General Plan relating to the Corridor Residential Overlay, Mixed-Use Town Center, and Mixed-Use Civic Center areas.
4. Chapter 9.10 Industrial Districts is amended pursuant to Housing Element Program H1-4. The recommended changes have the effect of allowing Emergency Transitional Housing by-right, without requirement for a Special Use Permit.

5. Chapter 9.47 Density Bonus is amended pursuant to Housing Element Program H3-2. The recommended changes have the effect of promoting more affordable housing by adding additional categories of projects eligible for density bonus, incentives, and concessions under current State law.
6. Chapter 9.48 Emergency Transitional Housing and Single Room Occupancy Units is amended pursuant to Housing Element Programs H1-8, H1-9, and H3-7. The recommended changes have the effect of allowing supportive housing by-right in all zoning districts that allow multi-family dwelling units or mixed-use development if the proposed housing development satisfies the requirements of State law, adding Low Barrier Navigation Centers and identifying it as a use by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, provided that it meets specific requirements under current State law, removing minimum separation distance between emergency shelters, and adding language to clarify the zoning districts that allow single-room occupancy units subject to Conditional Use Permit.

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<b>GENERAL LAND USE ACTIVITY</b>
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No major housing projects were approved during the 2025 calendar year.

There were no General Plan amendments requested or approved during 2025. The chart below lists the General Plan Amendments that have been requested since incorporation:

<b>General Plan Amendments Since Incorporation</b>				
<b>DATE</b>	<b>CASE NO.</b>	<b>APPLICANT</b>	<b>PROJECT DESCRIPTION</b>	<b>STATUS</b>
8/23/1993	GPA-01-93	KenLar Construction	Rezone from 4MRM to CO,	Approved
11/3/1993	GPA 02-93	Town of Yucca Valley	Rezone from RS18m to IN	withdrawn
11/3/1993	GPA 03-93		Rezone from RM4M to CO,	Approved
10/24/1996	GPA-01-96	Town of Yucca Valley	Section 11 Annexation	Approved
2/16/1999	GP-01-99	Banks Vaughn		Denied
2/15/2000	GPA 01-00	Town of Yucca Valley	Housing Element Update	Approved
05/30/2001	GPA 01-01	Leon Strand	Rezone R-HR to RL-5	Approved
06/14/2001	GPA 02-01	Barton Pedersen	Rezone R-HR to RL2.5	Approved
09/06/2001	GPA 03-01	Town of Yucca Valley	State Annual Report	Accept and file
03/07/2002	GPA 01-02	Tim Humphreville	RS -RM10 (RZ 01-02)	Denied
04/24/2002	GPA 02-02	Town of Yucca Valley	2001 Annual Report	Accept and file
02/28/2003	GPA 01-03	Bill Scholar	Rezone CG to RM	Approved
05/07/2003	GPA 02-03	Cole Stillwell	Rezone RL to CG	Approved
02/25/2004	GPA-01-04	Danmark Dev	Rezone RS-2 to RS-3.5	Approved
	GPA 02-04	Town of Yucca Valley	Rezone RL-1 to RS-3.5	Approved
12/08/2004	GPA-01-05	TYV	Land use designation changes	Approved
04/07/2005	GPA 02-05	Neighborhood Housing Group	Rezone RL-1 to RM-8	Approved
07/11/2005	GPA 03-05	Century Homes		withdrawn
08/10/2005	GPA-04-05	Randy Werner	Rezone R-HR to RL-5	Approved
03/10/2006	GPA-01-06	Bill Shack	Rezone RL-5 to RS-3.5	Approved
12/07/2006	GPA-02-06	Specialty Homes	Rezone	Approved
12/13/2006	GPA-03-06	Nickolas Ventures	Rezone to RM -10	withdrawn
	GPA 01-07	TYV	Old Town Specific Plan	Approved
12/18/2007	GPA 02-07	Chris Paolini	Rezone RL-1 to RS-2	Approved
03/20/2008	GPA 01-08	Curtis McGrew	Rezone R-HR to RL	Approved
01/19/2009	GPA 01-09	Town of Yucca Valley	Housing Element Update	Approved
07/01/2011	GPA 01-11	Town of Yucca Valley	Comp General Plan Update	Approved

The following chart shows the tentative tract maps that have been approved since incorporation. The Town did not approve any Tentative Tract Map applications in 2025.

**SYNOPSIS OF TENTATIVE TRACT MAPS**

CASE NO.	APPLICATION DATE		APPLICANT	LOCATION	TOTAL# OF LOTS	# OF VACANT LOTS	
<b>APPROVED PROJECTS</b>							
TM 16471	02/28/2003	Recorded	Bill Scholar	Desert Vista Village E. of Palm, S of Pine	106	38	
<del>TTM 16649</del>	<del>09/05/2003</del>	Expired	<del>40 Villas LP</del>	<del>NE corner of Camino del Cielo and Martinez</del>	<del>34</del>	<del>34</del>	
TM 16587	02/25/2004	Recorded	Danmark Development	S of Mountain View between Acoma and Church	57	41	
TM 16786	04/01/2004	Recorded	De Silva	Vera Lane west of Joshua Lane	4	4	
TM 16957	04/16/2004	Recorded	Bob Stadum	E side of Acoma 1 parcel N of Joshua Drive	34	34	
<del>TTM 16787</del>	<del>09/13/2004</del>	Expired	<del>Rondel Ent.</del>	<del>W of SR247 S of Castro</del>	<del>54</del>	<del>54</del>	
<del>TTM 16733</del>	<del>09/13/2004</del>	Expired	<del>Arthur Schultz</del>	<del>S of Santa Barbara E &amp; W of Indio</del>	<del>17</del>	<del>17</del>	
TM 17240	10/29/2004	Recorded	Leon Strand	Santa Barbara between Balsa and Emerson	4	3	
TM 17328	12/13/2004	Recorded	Yucca Estates	SW corner of Yucca Tr. And Emerson	17	17	
<del>TTM 17633</del>	<del>06/14/2005</del>	Expired	<del>Burnt Mtn Haciendas</del>	<del>SW corner of Palomar and Onaga</del>	<del>61</del>	<del>61</del>	
<del>TTM 17476</del>	<del>01/27/2006</del>	Expired	<del>SILVATEX, INC</del>	<del>N of Paxton 1 parcel E of Imperial</del>	<del>43</del>	<del>43</del>	
<del>TTM 18011</del>	<del>08/22/2006</del>	Expired	<del>Specialty Homes</del>	<del>SE Corner of Cholla Ave. and Joshua Dr.</del>	<del>8</del>	<del>8</del>	
TTM 17862	03/10/2006	Recorded	Copper Hills Homes	NE corner of Sage Ave and San Andreas	107	85	
<del>TTM 17985</del>	<del>06/15/2007</del>	Expired	<del>Fred Golestani</del>	<del>NE corner of Palomar Ave and Juarez Dr</del>	<del>20</del>	<del>20</del>	
<del>TTM 18418</del>	<del>12/18/2007</del>	Expired	<del>Pueblo Mesa</del>	<del>NE corner of Sage Ave and Golden Bee Drive</del>	<del>142</del>	<del>142</del>	
<del>TTM 18773</del>	<del>12/23/2009</del>	Expired	<del>Beverly Lucas</del>	<del>SW corner of Cholla Ave and Carlyle Dr.</del>	<del>60</del>	<del>60</del>	
<del>TTM R-20246</del>	<del>10/29/2018</del>	<del>Expired — Reversion to Acreage</del>	<del>Gates of Spain</del>	<del>7501 Palm Avenue</del>	<del>(195)</del>		
			TOTAL # OF APPROVED LOTS			789	
			TOTAL # OF VACANT LOTS				661

Since incorporation there have been seven tract maps that have recorded. They are:

- |   |                                 |
|---|---------------------------------|
| 1. Tract Map 16471 Desert Vista Village | 5. Tract Map 17240 Strand       |
| 2. Tract Map 16587 Mesquite 55          | 6. Tract Map 17328 YV Estates   |
| 3. Tract Map 16786 Da Silva             | 7. Tract Map 17862 Sage Estates |
| 4. Tract Map 16957 Living Space         |                                 |

The following chart shows all of the Tentative Parcel Maps that have been approved since incorporation. The Town has not approved a Tentative Parcel Map application in 2025.

**SYNOPSIS OF TENTATIVE PARCEL MAPS**

APPLICATION DATE	CASE NO.	APPLICANT	LOCATION	TOTAL # OF LOTS	# OF VACANT LOTS
<b>APPROVED PROJECTS</b>					
08/24/1992	PM 14325	Leonard Malin	SW corner Sunnyslope Dr and Warren Vista Ave	2	0
10/26/1993	PM 14602	Robert Smith	SW corner of Yucca Tr and Valley Vista Ave	3	1
08/24/1994	PM 14722	Alan Petty	SW corner Dulce Ave and Santa Barbara Dr	4	3
10/27/1998	PM 15202	Tom Humphreville	NW corner Country Club Rd and Quemada Tr	2	0
05/30/2001	PM 15708	Leon Strand	SE corner Balsa Ave & Santa Barbara	4	3
04/05/2004	PM 16561	Copper Hill Homes	W side of Selecta Ave N of Juarez Dr	2	0
12/10/2004	PM 17012	Andora Sprecher	SW corner Jemez Tr and Mountain View Tr	4	4
03/24/2005	PM 17093	Paul Cook/Jean Smith	SE corn Cortez and Dulce	4	4
06/28/2005	PM 17221	Ted Philips/Janet Grace	NE corner Warren Vista and Santa Barbara	4	4
06/20/2006	PM 18056	Mark Melby	NE corner of Cholla Ave and Buena Vista Dr	4	4
08/15/2006	PM 18321	Marcos Ocequeda	Borrogo Tr and Papago Tr	2	2
09/25/2006	PM 18009	Robert & Amelia Smith	SW corner Yucca Tr and Valley Vista	2	1
10/06/2006	PM 17784	Phyllis Haley	NE corner of Balsa Ave and Vaduz Ave	2	0
03/06/2007	PM 18349	Dawn Rowe	NE corner Emerson Ave and Vera Lane	2	2

04/20/2007	PM 18472	Steve Inverno	NW corner Camino Del Cielo and Onaga Tr	2	2
06/01/2007	PM 18759	Helen Holloway	S of Griffis Rd, east and west of SR 247	2	2
09/27/2007	PM 18818	Curtis McGrew	7953 Valley Vista	2	1
03/20/2008	PM 18967	Curtis McGrew	south end of Valley Vista, east side of street	4	3
07/07/2011	PM19288	Mark Stevens	7090, 7110, 7140 Plasse	3	0
01/22/2014	TPM 19525	Nasland Eng	29 Palms Hwy, east of Avalon Ave	3	0
05/05/2015	TPM 19644	Yucca Retail 5	29 Palms Hwy, east of Avalon Ave	2	0
07/14/2015	TPM 19655	Stan Zarakov	29 Palms Hwy, west of Palm Ave	2	1
10/05/2015	TPM 19685	Hawk's Ridge, LLC	Fairway Drive, north of Pinon	4	0
06/19/2018	TPM 19994	Force Gottlieb	58401 29 Palms Hwy	3	3
10/04/2018	TPM 19620	Neelam Salholtra	57725 29 Palms Hwy	4	0
			TOTAL # OF APPROVED LOTS	72	
			TOTAL # OF VACANT LOTS		40

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## COMPREHENSIVE GENERAL PLAN LAND USE ELEMENT

The Land Use Element is interconnected to all other elements of the General Plan, affecting the need for resources, infrastructure, jobs, housing, and public services and facilities. The purpose of the Land Use Element is to provide a comprehensive depiction of land use allocation and distribution throughout Town. The Land Use Element is commonly emphasized, due to its ties with all other Elements of the General Plan.

One program of the Land Use Element of the original General Plan was to have the zoning map consistent with the General Plan Land Use map and updating simultaneously with each General Plan land use Amendment. As part of the General Plan Update, the Town has changed has to a two map system.

During the last reporting period, there were no General Plan Amendments. As indicated under the General Land Use Activity section, there have been only seventeen General Plan Amendments since incorporation; two of these were made to the County General Plan prior to the adoption of the 1995 General Plan. The requests were received in 1993, 1996, 2001, 2003, 2004, and 2005, 2006, 2007, 2008 and 2009.

Yucca Valley does not typically experience a high level of development from large-scale projects and continues to have a slower growth rate in comparison to other southern California communities. This fact is highlighted by the fact that approximately 2,216 single-family residential

dwellings have been permitted in the Town over a 30-year period (June 1992 to December 31, 2025). The California Department of Finance estimated a population change for San Bernardino County between January 1, 2024 and January 1, 2025 at 0.3%. The California Department of Finance population growth estimates for Yucca Valley between the same time period is approximately 0.0%. This growth rate is due to the national and regional economies, and the fact that Yucca Valley is a bedroom community to the Coachella Valley as well as a retirement community.

For Calendar year 2025, 22 new single family homes were permitted. The Southern California Association of Governments (SCAG), through their RHNA process, is projecting an approximate one percent growth rate annually for the Town of Yucca Valley over the next 22 years.

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**COMPREHENSIVE GENERAL PLAN  
HOUSING ELEMENT**

**REGIONAL HOUSING NEEDS ASSESSMENT:**

The purpose of the Housing Element is to provide a comprehensive planning approach for the housing needs and to set policies and programs that will enable the Town to reach its defined housing goals. Housing goals are based on a Regional Housing Needs Assessment (RHNA), developed by the Southern California Council of Governments (SCAG).

The Town of Yucca Valley’s adopted and State approved Housing Element indicates the Town’s share of regional housing needs is outlined as follows. The Town updated its Housing Element, which was approved by the Town Council, on April 05, 2022. As part of the updated Housing Element the RHNA numbers are listed below. For the 2023 (calendar year) review period, 58 building permits for single family units were completed.

SCAG 6<sup>th</sup> Cycle Final RHNA Allocation:

<u>Income Category</u>	<u>Number of Units</u>
Very Low Income	155
Low Income:	117
Moderate Income:	145
<u>Above Moderate Income:</u>	<u>333</u>
Total	750

**HISTORICAL HOUSING UNITS:**

The following chart lists the numbers of single and multi-family building permits issued during the fiscal years listed.

	SFR	MFR	
91-92	16	0	
92-93	31	0	
93-94	13	0	
94-95	24	0	
95-96	11	0	
96-97	6	0	
97-98	21	0	
98-99	44	0	
99-00	54	0	
00-01	82	0	
01-02	118	0	
02-03	188	0	
03-04	353	4	
04-05	384	4	
05-06	244	13	
06-07	99	2	
07-08	36	2	
08-09	7	0	
09-10	11	0	
10-11	2	0	
11-12	13	0	
12-13	2	75	
13-14	24	0	
14-15	19	0	
15-16	8	0	
16-17	29	0	
17-18	60	0	
18-19	36	0	
19-20	10	0	
20-21	34	0	
21-22	52	7	
22-23	32	1	
23-24	47	5	
24-25	22	1	
25-26	14	3	(as of March 11, 2026)

As the above chart shows, the number of new single building permits peaked in the 2004-2005 fiscal year and has decreased significantly since that time. It should be noted that the numbers

above are fiscal year, whereas the numbers included in the technical report to be submitted to the state are based upon calendar year.

Specific actions and expenditures during this reporting period include the following.

**LEASE OF AGENCY DUPLEXES:**

The Town of Yucca Valley continued to lease the five duplex structures to Unity Homes. The duplexes provide housing to ten very low and low to moderate income families.

**REVIEW OF GOVERNMENTAL CONSTRAINTS ON HOUSING:**

The Town of Yucca Valley has relatively low constraints on housing. This fact is exemplified by the following.

1. Single family residential development requires no architectural review, design review, or any other entitlement process;
2. The building permit and plan check fees were increased in October 2023. Estimated new residential home plan check fees range from \$809.72 to \$1,947.44, depending on the size of the structure.
3. There are no constraints that hinder the development and construction of affordable housing within the Town of Yucca Valley.
4. Repair and rehabilitation of housing units within the Town is not regulated, except through the Uniform Building Codes. There is no requirement for architectural review, design review, or any other entitlement process for the repair and/or rehabilitation of housing units within the Town.
5. Architectural/Site Review processes are included within the entitlement process for new multi-family development projects, and no additional time frames or costs are associated with review of these projects
6. Standard building plans are reviewed within ten business days. Engineered plans may take up to 15 business days to review.
7. The Town Council has reduced the impact fee for all new Infill Single Family Residences to \$2,569.

The Regional Water Quality Board has required that Phase One of the HDWD sewer system is currently operational. The majority of homes in the Phase One sewer system area are connected to sewer.

**REGIONAL HOUSING NEEDS BY INCOME:**

The Town of Yucca Valley uses Department of Housing and Urban Development income criteria for San Bernardino County area in determining eligibility for affordable housing programs.

Number of Persons in Household:		1	2	3	4	5	6	7	8
San Bernardino County Area Median Income: \$103,900	Acutely Low	10900	12500	14050	15600	16850	18100	19350	20600
	Extremely Low	23500	26850	30200	33550	37650	43150	48650	54150
	Very Low Income	39200	44750	50350	55950	60450	64900	69400	73850
	Low Income	62650	71600	80550	89500	96700	103850	111000	118150
	<b>Median Income</b>	72750	83100	93500	<b>103900</b>	112200	120500	128850	137150
	Moderate Income	87300	99750	112250	124700	134700	144650	154650	164600

**ACTIONS TO IMPLEMENT THE GENERAL PLAN ELEMENTS:**

During the reporting period, development proposals of all types have been reviewed and conditioned so they conform to applicable policies of the Comprehensive General Plan.

**CONCLUSION:**

The Development Code is the primary tool for implementing the General Plan. At the May 26, 2009 Town Council meeting authorization was given to begin the process of a Development Code Update. The Development Code Update was adopted by the Town Council in late 2014.

It is a goal of the Town to establish a safe, attractive community with appropriate infrastructure for area residents, business owners, and visitors. With proper tools, this goal is attainable.

END OF ANNUAL REPORT

Project Identifier					Unit Types		Date Application Submitted
1					2	3	4
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)
Summary Row: Start Data Entry Below							
	0601-364-22	7082 AVALON AVE		2024-1016	SFD		O 1/29/2025
	0596-365-02	57069 MONTECELLO LN		2023-991	SFD		O 4/3/2025
	0601-542-02	6583 PRESCOTT AVE		2024-872	SFD		O 4/15/2025
	0588-663-04	57961 IVANHOE DR		2025-075	SFD		O 4/28/2025
	0598-141-04	57885 SIERRA VISTA DR		2025-098	SFD		O 5/7/2025
	0596-241-31	57688 DOWNEY ST		2024-354	SFD		O 5/19/2025
	0588-682-12	57980 SAN ANDREAS RD		2024-1071	SFD		O 6/4/2025
	0595-101-05	56779 LITTLE LEAGUE DR		2024-096	SFD		O 6/16/2025
	0596-271-19	4986 ELATA AVE		2025-370	SFD		O 7/9/2025
	0585-161-34	53091 HIDDEN GOLD DR		2024-1001	SFD		O 7/9/2025
	0585-151-21	55063 CHEECHACO TRAIL		2025-376	SFD		O 8/13/2025
	0596-302-12	56479 DUARTE ST		2025-427	SFD		O 8/20/2025
	0586-221-03	55722 HIGHLAND TRAIL		2023-1260	SFD		O 8/21/2025
	0586-342-02	57413 BUENA SUERTE RD		2025-340	SFD		O 8/28/2025
	0586-482-09	54776 ONAGA TRAIL		2024-634	SFD		O 10/2/2025
	0595-381-21	57459 WARREN WAY		2025-488	SFD		O 10/15/2025
	0585-372-70	56555 SAN ANDREAS RD		2024-645	SFD		O 12/11/2025
	0598-031-29	58833 LOS COYOTES DR		2024-873	SFD		O 2/20/2025
	0598-313-00	58843 LOS COYOTES DR		2024-871	SFD		O 3/18/2025
	0598-381-03	57949 HACIENDA DR		2024-656	SFD		O 7/22/2025
	0595-013-25	7020 SCARVAN RD		2025-275	SFD		O 8/13/2025
	0594-051-05	55668 BUENA VISTA DR		2025-274	SFD		O 9/23/2025
	0598-031-29	58833 LOS COYOTES DR		2024-873	ADU		O 2/20/2025
	0598-313-00	58843 LOS COYOTES DR		2024-871	ADU		O 3/18/2025
	0598-381-03	57949 HACIENDA DR		2024-656	ADU		O 7/22/2025
	0595-013-25	7020 SCARVAN RD		2025-275	ADU		O 8/13/2025
	0594-051-05	55668 BUENA VISTA DR		2025-274	ADU		O 9/23/2025
	0596-251-33	5229 ELATA AVE		2022-657	ADU		O 5/12/2025
	0596-251-25	5127 ELATA AVE		2025-468	ADU		O 8/26/2025
	0595-121-11	56859 LITTLE LEAGUE DR		2025-154	ADU		O 11/26/2025
	0595-282-03	7251 PALO ALTO AVE		2024-957	2 to 4		O 3/17/2025
	0595-181-09	57405 PRIMROSE DR		2024-308	2 to 4		O 7/9/2025
	0595-181-08	57401 PRIMROSE DR		2024-430	2 to 4		O 7/9/2025
	0595-181-11	57425 PRIMROSE DR		2024-405	2 to 4		O 7/9/2025
	0601-542-02	6583 PRESCOTT AVE		2024-872	ADU		O 4/15/2025
	0596-302-12	56479 DUARTE ST		2025-427	ADU		O 8/20/2025
	0595-381-21	57459 WARREN WAY		2025-488	ADU		O 10/15/2025
	0587-719-03	7779 BARBERRY AVE		2025-096	ADU		O 4/16/2025
	0587-043-13	7541 CHURCH ST		2025-180	ADU		O 4/30/2025
	0588-551-08	57794 CARLYLE DR		2024-1000	ADU		O 6/25/2025
	0587-064-12	7425 BORREGO TRAIL		2025-446	ADU		O 10/6/2025
	0587-151-08	7616 BARBERRY AVE		2025-445	ADU		O 10/6/2025
	0596-031-02	4992 REDDING AVE		2023-658	ADU		O 12/4/2025



Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes
9	10	11		12	13	14
Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes <sup>+</sup>
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	
NONE	No	No	N/A	Approved	Ministerial	



<b>Jurisdiction</b>	Yucca Valley	
<b>Reporting Year</b>	2025	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

Project Identifier					Unit Types	
1					2	3
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4, 5+, ADU, MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	0601-364-22	7082 AVALON AVE		2024-1016	SFD	O
	0596-365-02	57069 MONTECELLO LN		2023-991	SFD	O
	0601-542-02	6583 PRESCOTT AVE		2024-872	SFD	O
	0588-663-04	57961 IVANHOE DR		2025-075	SFD	O
	0598-141-04	57885 SIERRA VISTA DR		2025-098	SFD	O
	0596-241-31	57688 DOWNEY ST		2024-354	SFD	O
	0588-682-12	57980 SAN ANDREAS RD		2024-1071	SFD	O
	0595-101-05	56779 LITTLE LEAGUE DR		2024-096	SFD	O
	0596-271-19	4986 ELATA AVE		2025-370	SFD	O
	0585-161-34	53091 HIDDEN GOLD DR		2024-1001	SFD	O
	0585-151-21	55063 CHEECHACO TRAIL		2025-376	SFD	O
	0596-302-12	56479 DUARTE ST		2025-427	SFD	O
	0586-221-03	55722 HIGHLAND TRAIL		2023-1260	SFD	O
	0586-342-02	57413 BUENA SUERTE RD		2025-340	SFD	O
	0586-482-09	54776 ONAGA TRAIL		2024-634	SFD	O
	0595-381-21	57459 WARREN WAY		2025-488	SFD	O

Jurisdiction		Yucca Valley			
Reporting Year		2025	(Jan. 1 - Dec. 31)		
Planning Period		6th Cycle	10/15/2021 - 10/15/2029		
	0585-372-70	56555 SAN ANDREAS RD	2024-645	SFD	O
	0598-031-29	58833 LOS COYOTES DR	2024-873	SFD	O
	0598-313-00	58843 LOS COYOTES DR	2024-871	SFD	O
	0598-381-03	57949 HACIENDA DR	2024-656	SFD	O
	0595-013-25	7020 SCARVAN RD	2025-275	SFD	O
	0594-051-05	55668 BUENA VISTA DR	2025-274	SFD	O
	0598-031-29	58833 LOS COYOTES DR	2024-873	ADU	O
	0598-313-00	58843 LOS COYOTES DR	2024-871	ADU	O
	0598-381-03	57949 HACIENDA DR	2024-656	ADU	O
	0595-013-25	7020 SCARVAN RD	2025-275	ADU	O
	0594-051-05	55668 BUENA VISTA DR	2025-274	ADU	O
	0596-251-33	5229 ELATA AVE	2022-657	ADU	O
	0596-251-25	5127 ELATA AVE	2025-468	ADU	O
	0595-121-11	56859 LITTLE LEAGUE DR	2025-154	ADU	O
	0595-282-03	7251 PALO ALTO AVE	2024-957	2 to 4	O
	0595-181-09	57405 PRIMROSE DR	2024-308	2 to 4	O
	0595-181-08	57401 PRIMROSE DR	2024-430	2 to 4	O
	0595-181-11	57425 PRIMROSE DR	2024-405	2 to 4	O
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	0596-302-12	56479 DUARTE ST	2025-427	ADU	O
	0595-381-21	57459 WARREN WAY	2025-488	ADU	O
	0587-719-03	7779 BARBERRY AVE	2025-096	ADU	O
	0587-043-13	7541 CHURCH ST	2025-180	ADU	O
	0588-551-08	57794 CARLYLE DR	2024-1000	ADU	O
	0587-064-12	7425 BORREGO TRAIL	2025-446	ADU	O
	0587-151-08	7616 BARBERRY AVE	2025-445	ADU	O
	0596-031-02	4992 REDDING AVE	2023-658	ADU	O
	0587-272-11	7318 WARREN VISTA AVE	2023-1140	ADU	O
	0601-081-62	5941 LINDA LEE DR	2024-170	ADU	O
	0585-142-65	8259 ENEVA LN	2025-525	ADU	O
	0596-281-23	4910 FAITH LN	2021-2577	SFD	O
	0598-343-01	5175 HILTON AVE	2022-990	SFD	O
	0598-342-01	57845 EL CIELO AVE	2021-2397	SFD	O

<b>Jurisdiction</b>	Yucca Valley	
<b>Reporting Year</b>	2025	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

	0600-013-05	4850 INEZ AVE		2022-912	SFD	O
	0597-021-00	56380 SKYLINE RANCH RD		2022-913	SFD	O
	0589-011-44	9015 WARREN VISTA AVE		2022-688	SFD	O
	0585-431-03	7520 WHITNEY AVE		2022-1779	SFD	O
	0596-101-27	56884 TISH TRAIL		2021-2461	SFD	O
	0586-363-04	7543 ELK TRAIL		2020-1974	SFD	O
	0589-011-067	57979 TERBUSH AVE		2023-163	SFD	O
	0596-514-02	57361 TECUYA WAY		2022-921	SFD	O
	0598-601-10	58855 MEREDITH CT		2021-2239	SFD	O
	0598-601-12	58871 MEREDITH CT		2021-2266	SFD	O
	0595-013-05	7067 MOHAWK TRAIL		2022-557	SFD	O
	0587-431-22	7408 DESERT SKY DR		2023-1279	SFD	O
	0587-431-23	7420 DESERT SKY DR		2023-1284	SFD	O
	0587-431-24	7432 DESERT SKY DR		2023-1283	SFD	O
	0587-431-25	7444 DESERT SKY DR		2023-1282	SFD	O
	0596-502-03	57665 MANZANITA DR		2022-1903	SFD	O
	0601-511-01	6839 PALISADE WAY		2023-1437	SFD	O
	0588-324-16	58150 SAN ANDREAS RD		2024-239	SFD	O
	0601-134-06	6424 RICHARD DR		2023-1411	SFD	O
	0601-081-69	6060 LINDA LEE DR		2024-371	SFD	O
	0601-323-02	7220 HANFORD AVE		2024-665	SFD	O
	0587-151-12	7674 BARBERRY AVE		2024-547	SFD	O
	0596-221-37	57120 MOFFITT LN		2024-680	SFD	O
	0596-221-37	57120 MOFFITT LN		2024-680	ADU	O













Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits											8	9
7											8	9
Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
0	0	0	0	0	0	0	0	0	0	50		50
										1	1/29/2025	1
										1	4/3/2025	1
										1	4/15/2025	1
										1	4/28/2025	1
										1	5/7/2025	1
										1	5/19/2025	1
										1	6/4/2025	1
										1	6/16/2025	1
										1	7/9/2025	1
										1	7/9/2025	1
										1	8/13/2025	1
										1	8/20/2025	1
										1	8/21/2025	1
										1	8/28/2025	1
										1	10/2/2025	1
										1	10/15/2025	1
										1	12/11/2025	1
										1	2/20/2025	1
										1	3/18/2025	1
										1	7/22/2025	1
										1	8/13/2025	1
										1	9/23/2025	1
										1	2/20/2025	1
										1	3/18/2025	1
										1	7/22/2025	1
										1	8/13/2025	1
										1	9/23/2025	1
										1	5/12/2025	1
										1	8/26/2025	1
										1	11/26/2025	1
										4	3/17/2025	4
										2	7/9/2025	2
										2	7/9/2025	2
										3	7/9/2025	3
										1	4/15/2025	1
										1	8/20/2025	1
										1	10/15/2025	1
										1	4/16/2025	1
										1	4/30/2025	1



**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

		1	Projection Period	2										3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
Acutely Low	Non-Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
Extremely Low	Non-Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
	Deed Restricted	155		-	-	-	-	-	-	-	-	-	-	155	
Very Low	Non-Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
	Deed Restricted	117		-	-	-	-	-	-	-	-	-	-	117	
Low	Non-Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
	Deed Restricted	145		-	-	-	-	-	-	-	-	-	-	145	
Moderate	Non-Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	
Above Moderate		333	14	10	-	-	34	50	-	-	-	-	108	225	
Total RHNA		750													
Total Units			14	10	-	-	34	50	-	-	-	-	108	642	

Table C																	
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law																	
Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
<b>Summary Row: Start Data Entry Below</b>																	

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
Program H1-1	Incorporate the Corridor Residential Overlay, Mixed Use-Town Center, and Mixed Use-Civic Center land use designations in the adopted General Plan into the Development Code.	12/31/2023	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-2	Monitor building capacity of all sites within specific plans listed in the Land Inventory to help ensure that adequate lower income capacity is maintained throughout the planning period.	4/5/2022	6th Cycle	Completed	Capacity identified in Table HTR-41 of the adopted Housing Element, adopted April 5, 2022. No changes have occurred to land use designation and capacity analysis on file.	Meetings	1	<a href="https://www.yucca-valley.org/home/showpublisheddocument/7572/638343629022530000">https://www.yucca-valley.org/home/showpublisheddocument/7572/638343629022530000</a>
Program H1-3	Encourage housing types that address the housing needs of small, lower income households by continuing to allow accessory dwelling units in multiple zones and also continuing to permit single room occupancy units through a conditional use permit in the Industrial zone. The accessory dwelling unit regulations, including parking requirements, need to be updated to comply with current State law. The Town will promote the opportunity to develop accessory dwelling units to the public in high resource areas and in areas of concentrated poverty as a strategy to increase the supply of affordable housing and reduce displacement risk.	12/31/2023	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-4	Continue to allow emergency shelters in the Industrial zone. Amend the regulations for emergency shelters to remove the Special Use Permit requirement and allow emergency shelters without any discretionary review. Updates will also be made to allowed operational standards for emergency shelters if needed for consistency with State law. This is in accordance with Government Code Section 65583(a)(4).	12/31/2024	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-5	Continue to provide technical assistance to facilitate lot consolidation in the Old Town Specific Plan area and seek opportunities to streamline the approval process.	4/5/2022	6th Cycle	Continuous	Staff is available to provide technical assistance on the lot line adjustment process by phone, email, and in-person. Old Town Specific Plan projects are streamlined through the adopted Program EIR.	Other	0	<a href="https://www.yucca-valley.org/home/showpublisheddocument/8132/638550964510000000">https://www.yucca-valley.org/home/showpublisheddocument/8132/638550964510000000</a>
Program H1-6	Encourage applicants of new multifamily and singlefamily attached projects to include units with two or more bedrooms to accommodate the housing needs of Yucca Valley families. Raise awareness of this need through pre-application meetings and through the Town's website.	4/5/2022	6th Cycle	Continuous	Staff is available to provide technical assistance on the multi-family and single-family submittal process assistance by phone, email, and in-person. Town codes do not limit the number of bedrooms permissible.	Other	0	<a href="https://www.yucca-valley.org/our-town/departments/community-development/building-and-safety/permit-applications-and-documents">https://www.yucca-valley.org/our-town/departments/community-development/building-and-safety/permit-applications-and-documents</a>
Program H1-7	To address AB 686 and County fair housing goals, the Town will amend the Development Code to permit residential care facilities serving seven or more people with a Site Plan and Design Review Permit in all zones that permit residential uses of the same type, in accordance with State law and the Town's definition of family. Residential care facilities would still be subject to State licensing.	12/31/2023	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>

Program H1-8	The Town will review its Development Code to ensure compliance with AB 2162 related to allowing supportive housing. The Development Code will be reviewed to assess whether supportive housing is allowed without discretionary review in all zoning districts that allow multifamily housing or mixed-use development, including nonresidential zoning districts, as applicable. If it is determined that the allowed uses in the Development Code are not in compliance with AB 2162, the Town will revise the allowed uses along with corresponding development standards, as detailed in AB 2162.	12/31/2024	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-9	Amend the Development Code to allow low-barrier navigation centers without discretionary review in compliance with AB 101 in areas zoned for mixed use and nonresidential zones permitting multifamily uses.	12/31/2024	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-10	To encourage farmworker housing, as needed, the Town will amend the existing relevant regulations in the Development Code to identify farmworker/ employee housing as a residential use in the use tables.	12/31/2023	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2f75048</a>
Program H1-11	The Town will update the Development Code to specify the maximum allowable dimensions for parcels great than one acre in the R-S zoning districts.	12/31/2023	6th Cycle	Completed	Current code specifies a maximum lot dimension (width to depth) of 1:4 for parcels less than 10 acres in R-S zoning districts.	Other	0	<a href="https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-14166">https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-14166</a>
Program H2-1	Concentrate higher density residential with a variety of unit sizes in proximity to public transit, public facilities, and commercial uses. For more information, please reference Program H2-1 in the Yucca Valley General Plan.	4/5/2022	6th Cycle	Continuous	The Town continues to allow and process applications for a variety of housing unit types, as they are submitted, in compliance with State law and RHNA objectives.	Other	0	Sheet A, Sheet A2
Program H2-2	Encourage developers of affordable or age restricted housing to confer with local public transportation providers to ensure adequate service to the project area as feasible, prioritizing opportunities in the Highway 62 corridor to facilitate place-based revitalization in neighborhoods along Highway 62. This will further the Town's efforts to support the goals of AB 686 related to fair housing goals by facilitating affordable housing to reduce displacement risk and encourage affordable development near essential services.	4/5/2022	6th Cycle	Continuous	Staff is available to provide technical assistance and encouragement to developers of affordable or age restricted housing, and provide guidance regarding available density bonus incentives and concessions.	Other	0	<a href="https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-16952">https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-16952</a>
Program H2-3	Continue to provide local water and wastewater service providers with a copy of the Housing Element to inform them of local housing goals. Water and wastewater service for affordable housing projects is a priority, per Government Code Section 95589.7.	4/5/2022	6th Cycle	Continuous	Town staff has provided the Hi-Desert Water District with a copy of the Housing Element. Hi-Desert Water District as a Special District works to ensure access to water and sewer is maintained for residences and businesses within its service limits.	Other	0	<a href="https://www.yucca-valley.org/our-town/departments/community-development/planning/general-plan-update">https://www.yucca-valley.org/our-town/departments/community-development/planning/general-plan-update</a>
Program H2-4	Encourage the use of LEED design principles and other energy efficiency programs to lower energy costs for residents in the long term. Applicants shall be encouraged to use LEED principles in their designs during the pre-application meeting and application review process.	4/5/2022	6th Cycle	Continuous	Town staff reviews projects for Title 24 Energy Efficiency Requirements and encourages applicants to ask questions during the pre-application process regarding any requirements. There are no LEED certified buildings within the Town.	Other	0	<a href="https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development">https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development</a>
Program H2-5	Continue to maintain a Planned Residential Development (PRD) permit ordinance that allows flexibility in development standards to encourage housing construction while preserving natural resources.	4/5/2022	6th Cycle	Continuous	Current Planned Residential Development (PRD) code provides flexibility in development standards to encourage housing construction while preserving natural resources.	Other	0	<a href="https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-14725#JD_9.08.080">https://codelibrary.amlegal.com/codes/yuccavalleycalifornia/latest/yuccavalleycalifornia_0-0-0-14725#JD_9.08.080</a>
Program H2-6	Throughout the planning period, the Town will monitor the status of Site Plan and Design Review applications in the C-MU, R-M-4, R-M-8, R-M-10, and R-M-14 zones for potential constraints to proposed housing developments due to the review process.	4/5/2022	6th Cycle	Continuous	Town staff reviews all Site Plan and Design Review applications for constraints.	Other	0	<a href="https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development">https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development</a>

Program H2-7	Continue to enforce Town Codes on property development and maintenance. Use the Code Enforcement program as the primary tool for the Town to identify and confirm dwelling units that are unsafe to occupy and initiate appropriate action to bring substandard housing units into compliance for the improvement of overall housing conditions in Yucca Valley and to minimize the impact of substandard housing on displacement risk for lower income households.	4/5/2022	6th Cycle	Continuous	Town staff continue to enforce codes to ensure substandard units are addressed through formal enforcement and/or abatement processes.	Other	0	<a href="https://codeilibrary.amlegal.com/codes/yuccavalleycavall/latest/yuccavalleycavall_0-0-0-1748">https://codeilibrary.amlegal.com/codes/yuccavalleycavall/latest/yuccavalleycavall_0-0-0-1748</a>
Program H3-1	Continue to seek additional financial resources, including Low Income Housing Tax Credits, for the construction of deed-restricted affordable housing projects. In addition, assist qualified developers, nonprofit organizations, and agencies in the preparation of applications for county, State, and federal housing grants and loans for the construction of lower and moderate income housing in Yucca Valley, prioritizing opportunities in the Highway 62 corridor to facilitate place-based revitalization. Additionally, identify opportunities for development in high resource areas by raising awareness of these areas through pre-application meetings and through the Town's website to increase the supply of affordable housing and reduce the risk of displacement for low and extremely low income households. The Town shall process requests that require supportive documentation within 30 days of receipt.	4/5/2022	6th Cycle	Continuous	Town staff is available to provide technical assistance to developers, nonprofit organizations, and agencies in preparation of applications for county, State, and federal housing grants and loans for the construction of lower and moderate income housing in Yucca Valley. Staff encourages applicants to ask questions during the pre-application process regarding any requirements and staff is available to provide guidance regarding available density bonus incentives and concessions.	Other	0	<a href="https://codeilibrary.amlegal.com/codes/yuccavalleycavall/latest/yuccavalleycavall_0-0-0-16952">https://codeilibrary.amlegal.com/codes/yuccavalleycavall/latest/yuccavalleycavall_0-0-0-16952</a>
Program H3-2	Continue to update the Density Bonus Ordinance (when amended by the State) to incentivize affordable housing.	12/31/2023	6th Cycle	Completed	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2175048">https://portal.laserfiche.com/Portal/DocView.aspx?id=53495&amp;repo=r-b2175048</a>
Program H3-3	Maintain membership in the San Bernardino County Urban County Consortium and attend regular meetings to participate in the County's efforts to obtain federal funding for affordable housing and community development, prioritizing opportunities in the Highway 62 corridor.	4/5/2022	6th Cycle	Continuous	The Town maintains membership in the County Consortium.	Other	0	<a href="https://cdh.sbcounty.gov/wp-content/uploads/sites/117/Final-San-Bernardino-Con-Plan-wth-Appendices-for-WEBSITE.pdf">https://cdh.sbcounty.gov/wp-content/uploads/sites/117/Final-San-Bernardino-Con-Plan-wth-Appendices-for-WEBSITE.pdf</a>
Program H3-4	Continue to coordinate with the San Bernardino County Housing Authority to ensure that Section 8 housing assistance, an important resource for lower income households, is provided in Yucca Valley. Work with the San Bernardino County Housing Authority to actively emphasize and promote acceptance of vouchers to property owners in high-resource neighborhoods, concentrating efforts to the area delineated by Highway 62 to Kickapoo Trail, Navajo Trail to Acoma Trail, San Andreas Road to Sage Avenue, Onaga Trail to Balsa Avenue, Arcadia Trail to Avalon Avenue, and Highway 62 to the town boundaries. Continue to maintain information about this program on the Town website and at Town Hall. Develop an educational program for homeowners and property owners to increase awareness of Section 8 housing assistance that includes proactive measures to engage the public, such as a booth at citywide public events, holding an educational program for property owners in partnership with the San Bernardino Housing Authority on an annual basis, and identifying community-based partners, such as local realtor groups and/or property owners with tenants supported by Section 8 housing assistance currently, to promote Section 8 housing assistance to homeowners and property owners.	4/5/2022	6th Cycle	In Progress	The Town coordinates closely with San Bernardino County. San Bernardino County operates the Housing Authority of the County of San Bernardino and manages outreach and assistance for housing assistance programs. Additional steps are needed to further develop educational materials and pro-actively advertise the availability of housing assistance programs through the Town website and media resources targeted for FY 26/27.	Other	0	<a href="https://hacsb.com/">https://hacsb.com/</a>
Program H3-5	Continue to distribute San Bernardino County lower and moderate income rental housing, homebuyer assistance program information, and materials for developers that detail the programs available to lower and moderate income households and developers at Town Hall and on the Town's website. In addition, meet with developers annually to promote these options for affordable housing development.	4/5/2022	6th Cycle	In Progress	Additional steps are needed to further develop educational materials and pro-actively advertise the availability of homebuyer assistance programs through the Town website and media resources targeted for FY 26/27.	Other	0	None

Program H3-6	Establish a written policy or procedure and other guidance as appropriate to specify the SB 35 (2017) streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4.	12/31/2022	6th Cycle	In Progress	Additional steps are needed to develop policy guidance for SB 35 streamlining approval process targeted for FY 26/27. Eligibility may be limited by significant habitat area for candidate species (Yucca Brevifolia) throughout Town limits	Other	0	None
Program H3-7	Ensure that the needs of extremely low-income households, including homeless youth, are specifically considered in local housing programs. The Town allows single-room occupancy units, which are suitable for extremely low-income households, with a conditional use permit in four other districts: C-G, C-MU, C-N, and I. The Town, as feasible, will continue to apply for and use available housing resources, including project-based rental subsidies such as local housing choice vouchers, federal housing assistance payment vouchers, and state Mental Health Services Act vouchers, as well as other resources such as CDBG and HOME funds for the provision of housing for extremely low-income households. The Town will coordinate with affordable and special needs housing providers to track the number of extremely low-income units produced and preserved to maintain the affordability of existing housing affordable to extremely low income households.	4/5/2022	6th Cycle	Continuous	Town Council adopted Ordinance No. 320 on November 5, 2024 addressing required amendments to Development Code.	Meetings	1	<a href="https://portal.lasercliche.com/Portal/DocView.aspx?id=53495&amp;repo=-b275048">https://portal.lasercliche.com/Portal/DocView.aspx?id=53495&amp;repo=-b275048</a>
Program H4-1	The Town will monitor the list of all dwellings in the town that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at least, the number of units, the type of government program, and the date on which the units are at risk to convert to market rate. The Town did not identify any units at risk of converting to market rate within 10 years of the beginning of the sixth-round Housing Element planning period. The town has 165 subsidized units, and the Town will work to reduce the potential conversion of any units to market rate.	4/5/2022	6th Cycle	Continuous	Staff continues to monitor. There are zero at-risk, deed restricted affordable housing units within the Town limits.	Other	0	Sheet A2
Program H4-2	Continue to regulate the conversion of mobile home parks to permanent housing by ordinance to ensure that an appropriate relocation plan for park residents is developed and implemented.	4/5/2022	6th Cycle	Continuous	No applications were submitted in 2025 for conversion of mobile home parks.	Other	0	<a href="https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development">https://www.yucca-valley.org/our-town/departments/community-development/planning/land-development</a>
Program H5-1	Continue to enforce the Fair Housing Act, including referring local fair housing complaints to the Inland Fair Housing Mediation Board, which provides landlord and tenant conflict resolution and other fair housing services. Continue to distribute fair housing information from the San Bernardino Housing Authority, Inland Fair Housing Mediation Board, San Bernardino County Community Housing Resource Board, or other appropriate agencies, at Town Hall, other public facilities, religious institutions, and on the Town's website.	4/5/2022	6th Cycle	Continuous	The Town continues to enforce the Fair Housing Act, provide information, and refers local fair housing complaints to the Inland Fair Housing Mediation Board.	Other	0	<a href="https://www.ifhmb.com/">https://www.ifhmb.com/</a>
Program H5-2	Amend the reasonable accommodation procedure findings in Section 9.74 of the Development Code to address constraints and conflicts with State law. in particular related to the "potential impact on surrounding uses" approval finding.	12/31/2022	6th Cycle	Completed	Current codes for reasonable accommodation procedure provide findings consistent with State law.	Other	0	<a href="https://codelibrary.amlegal.com/codes/yuccavalleycavall/yuccavalleycavall_ca/0-0-0-18609">https://codelibrary.amlegal.com/codes/yuccavalleycavall/yuccavalleycavall_ca/0-0-0-18609</a>
Program H5-3	In an effort to comply with AB 686, the Town will develop a plan to Affirmatively Further Fair Housing (AFFH). The AFFH Plan shall take actions to address significant disparities in housing needs and in access to opportunity for all persons regardless of race, color, religion, national origin, familial status, disability, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, and genetic information, as protected categories by the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2), Section 65008, and 3-22 any other State and federal fair housing and planning law.	4/5/2022	6th Cycle	In Progress	Objectives to affirmatively further fair housing are implemented through adopted Housing Element programs (H1-3, H1-8, H2-1, H2-2, H3-1, H3-2, H3-3, H3-4, H3-5, H3-6, and H3-7). Additional steps are needed to develop a comprehensive program to address all requires steps outlined in Program H5-3, targeted FY 26/27.	Other	0	<a href="https://www.yucca-valley.org/home/showpublisheddocument/7572/638343629022530000">https://www.yucca-valley.org/home/showpublisheddocument/7572/638343629022530000</a>
Program H5-4	Update the definition of "family" to be compliant with State law.	12/31/2022	6th Cycle	Completed	Current code definition for Family is consistent with State law.	Other	0	<a href="https://codelibrary.amlegal.com/codes/yuccavalleycavall/yuccavalleycavall_ca/0-0-0-19970">https://codelibrary.amlegal.com/codes/yuccavalleycavall/yuccavalleycavall_ca/0-0-0-19970</a>

Table E										
Commercial Development Bonus Approved pursuant to GC Section 65915.7										
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved	
1				2				3	4	
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved	
Summary Row: Start Data Entry Below										

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at <a href="mailto:apr@hcd.ca.gov">apr@hcd.ca.gov</a> and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the checklist here:  <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Table F2

**Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2**

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier				Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes	
1				2	3	4							5		6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below																
							0	0	0	0	0	0	0	0		

**Table G****Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of**

<b>Project Identifier</b>						
<b>1</b>				<b>2</b>	<b>3</b>	<b>4</b>
<b>APN</b>	<b>Street Address</b>	<b>Project Name<sup>+</sup></b>	<b>Local Jurisdiction Tracking ID<sup>+</sup></b>	<b>Realistic Capacity Identified in the Housing Element</b>	<b>Entity to whom the site transferred</b>	<b>Intended Use for Site</b>
Summary Row: Start Data Entry Below						

**Table H  
Locally Owned Surplus Sites**

Parcel Identifier							Designation	Size	Notes
1	2	3	4	5	6	7			
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes			
Summary Row: Start Data Entry Below									

**Table J**

**Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915**

Project Identifier			Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes	
1			2	3	4							5	6	
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

**Table K**

**Tenant Preference Policy**

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

<b>Does the Jurisdiction have a local tenant preference policy?</b>	No	
<b>If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.</b>		
<b>Notes</b>		

**Table L**

**Historical Resources**

<b>Parcel Identifier</b>		<b>Designation</b>				<b>Size</b>	<b>Notes</b>
<b>1</b>		<b>2</b>				<b>3</b>	<b>4</b>
<b>APN</b>	<b>Street Address/Intersection</b>	<b>Date of Designation</b>	<b>Designation Level</b>	<b>Historic Site Period</b>	<b>Areas of Significance</b>	<b>Parcel Size (in acres)</b>	<b>Notes</b>
<b>Summary Row:</b>							



Moderate	Non-Deed Restricted	0
Above Moderate		31
Total Units		31

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Alex Qishta, Public Works Director, Shane Stueckle, Deputy Town Manager

**Date:** March 10, 2026

**Meeting Date:** March 17, 2026

**Subject:** On-Call Berm Repair and Replacement Maintenance Services – Award of Maintenance Services Contract

**Recommendation:**

That the Town Council awards a two-year maintenance service agreement to Apex Paving Co., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$1,000,000.00 for on-call asphalt berm repair and replacement maintenance services.

**Prior Review:**

On April 1, 2025, the Town Council authorized the release of an RFP for On-Call Berm Repair and Replacement Maintenance Services.

On May 20, 2025, the Town Council awarded a two-year maintenance service agreement to Delta Group, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$500,000.00 for FY 2024/25 and \$500,000.00 and FY 2025/26 for on-call asphalt berm repair and replacement maintenance services, with option to extend the agreement for one or two more years.

On January 20, 2026, the Town Council authorized the release of an RFP for On-Call Berm Repair and Replacement maintenance services.

**Discussion:**

Town Council awarded the On-Call Berm Repair and Replacement Maintenance Services to Delta Group Inc. on May 20, 2025, in the not-to-exceed amount of \$500,000.00 for FY 2024/25 and \$500,000.00 FY 2025/26.

Following award of the agreement, staff made multiple attempts to coordinate and initiate work with the contractor. Despite these efforts, the contractor has not responded to requests

for scheduling or mobilization and is currently considered non-responsive. Staff has recently been made aware of circumstances indicating that Delta Group Inc. experienced operational changes that could affect its ability to perform the work as stated in the executed agreement.

The work consists of installation of asphalt berms. The Town estimates approximately seventeen miles of existing asphalt berms, the majority of which are in bad shape. The Contractor will be called to replace worn-down or damaged berms. The agreement will be in effect for two years, with an option to extend the agreement by three more years, pending the availability of funds.

Two proposals were received and opened on February 26, 2026, as follows:

<b>Bidder</b>	<b>Unit Price - R&amp;R 6" Asphalt Berm (Per L.F.)</b>	<b>Unit Price - R&amp;R 8" Asphalt Berm (Per L.F.)</b>	<b>Unit Price — Asphalt Pavement Flatwork (Per S.F.)</b>
Apex Paving Co.	\$42.00	\$44.00	\$20.00
MTS Excavating and Grading	\$210.00	\$215.00	\$210.00

The Town has reviewed the proposal packages and confirmed that Apex Paving Co. of Buena Park, California, is the lowest responsible and responsive bidder.

**Alternatives**

No alternatives are recommended.

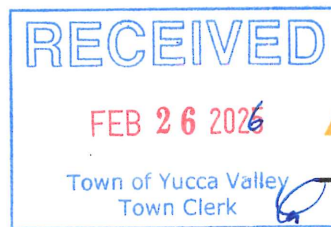
**Fiscal Impact:**

The agreement establishes a not-to-exceed amount of \$500,000.00 for FY 2025/26 and \$500,000.00 for FY 2026/27 for the two-year contract for on-call asphalt berm repairs and replacement maintenance services. These funds will be expended from the Capital Projects Reserve Fund 800.

**Attachments**

1. Apex - Technical Proposal
2. Apex - Cost Proposal
3. 4.1.25 TC Meeting Minutes
4. 5.20.25 TC Meeting Minutes
5. On Call Asphalt Berm Maintenance Services Agreement
6. Exhibit A - Special Revenue Fund 800 Amended Budget FY25-26

**Apex Paving Co.**  
8251 La Palma Ave, Suite 205  
Buena Park, CA 90620  
P 949-670-6905



## **Technical Proposal – On-Call Asphalt Berm Repair and Maintenance Services Town of Yucca Valley**

### **1. Executive Summary**

Apex Paving Co., S-Corporation (CSLB A-1147471; DIR 2000017338), is pleased to submit this proposal for On-Call Asphalt Berm Repair and Maintenance Services. Apex is led by the same project management and field leadership team that successfully executed Town Project No. 9103 under a prior firm.

The proposed Apex team brings direct knowledge of the Town’s operational standards, inspection procedures, material requirements, and community expectations. The identical leadership and field crew that delivered Project No. 9103 will manage this contract, ensuring continuity of performance and zero transition risk.

### **2. Project Understanding & Approach**

The scope consists of on-call asphalt berm repair and maintenance services throughout the Town under a two-year contract with two potential extensions.

#### **Work Plan – Planned Service Requests**

For planned work orders, Apex will respond within ten (10) business days of authorization. Typical work sequence includes site verification, traffic control installation, removal of damaged berm, surface preparation, installation of new rolled asphalt berm, compaction, inspection, and demobilization.

Materials will be sourced from Martin Marietta Materials – Coachella Plant to maintain consistency with Town standards.

#### **Emergency Response**

For emergency repair requests, Apex will mobilize within forty-eight (48) hours of notification. Emergency operations prioritize public safety, traffic stabilization, and permanent restoration.

#### **Staffing & Field Operations**

Apex will deploy crews of up to ten (10) personnel consisting primarily of skilled laborers supported by qualified equipment operators. The same field crew that executed Project No. 9103 will be assigned to this contract.

### **3. Project Schedule & Capacity**

Apex maintains staffing and equipment resources necessary to perform multiple task orders concurrently. Because the proposed team previously executed Project No. 9103, no orientation period or learning curve is required.

**Apex Paving Co.**  
8251 La Palma Ave, Suite 205  
Buena Park, CA 90620  
P 949-670-6905



#### **4. Project Team**

**Christopher Jobran – Chief Executive Officer / Project Manager**

Responsible for contract administration, scheduling, quality assurance oversight, regulatory compliance, and Town coordination. Served as Project Manager on Project No. 9103.

**Isaac Mendoza – Executive Vice President, Field Operations / Superintendent**

Responsible for daily field supervision, production oversight, quality control, traffic control coordination, and safety compliance. Served as Superintendent on Project No. 9103.

#### **5. Relevant Experience**

Townwide Berm Repairs and Replacement – Project No. 9103 (Town of Yucca Valley). The proposed Apex leadership team executed this project while employed under a prior firm. Approximately 9,000 linear feet of 8” rolled asphalt berm were removed and replaced. The project was delivered ahead of schedule with zero safety incidents.

On-Call Asphalt & Concrete Pavement Repair – Rancho Santa Margarita Water District. Services began Q1 2026 under Apex Paving Co. Scope includes on-call asphalt pavement repair, concrete flatwork replacement, curb and gutter repair, and emergency response services.

#### **6. Client References**

Mr. Victor Ledua – Town of Yucca Valley – (760) 369-6579 Ext. 327

Mr. Anthony Rendon – Rancho Santa Margarita Water District – (949) 532-2550

#### **7. Agreement**

Apex Paving Co. has reviewed the Town’s Standard Agreement and accepts its terms without exception.

#### **8. Conflict of Interest Statement**

Apex Paving Co. has no known conflicts of interest that would impair its ability to perform the proposed services.

#### **9. Physical Office Location**

Apex Paving Co.  
8454 Jupiter Drive  
Buena Park, CA 90620

#### **Attachment A – Key Personnel Resumes**

Attachment A-1: Christopher Jobran Resume (Attached Separately)

Attachment A-2: Isaac Mendoza Resume (Attached Separately)

## **CHRISTOPHER JOBTRAN**

949-670-6905 • [chris@apexpavingcompany.com](mailto:chris@apexpavingcompany.com)

### **EXECUTIVE SUMMARY**

Senior executive with extensive leadership experience in civil engineering, commercial construction, infrastructure development, and high-performance operational management. Proven success directing large-scale organizations, optimizing profitability, improving operational structures, and guiding teams through complex, multi-discipline projects. Strong background in regulatory compliance, strategic planning, safety oversight, financial leadership, and municipal project delivery.

### **CORE LEADERSHIP COMPETENCIES**

- Executive Leadership & Strategic Planning
- Operational Excellence & Organizational Growth
- Municipal & Public Works Project Delivery
- Safety Compliance & Regulatory Oversight
- Financial Management & Profit Optimization
- Contract Negotiation & Client Relations
- Field Operations & Workforce Management
- Risk Mitigation & Quality Assurance

### **EXECUTIVE EXPERIENCE**

#### **Apex Paving Co – Chief Executive Officer (October 2025 – Present)**

- Provide executive leadership over corporate strategy, operations, and market expansion.
- Drive organizational growth, lead financial planning, and strengthen long-term partnerships.
- Ensure compliance with regulatory standards while optimizing quality and workforce performance.

#### **Delta Group Inc – Chief Executive Officer (2023 – October 2025)**

- Directed company-wide operations, including finance, HR, field operations, and project management.
- Led municipal infrastructure and roadway repair programs with high regulatory and safety standards.
- Implemented strategic improvements increasing profitability and performance.

**Advanced Geosolutions Inc – Senior Project Manager (2022 – 2023)**

- Oversaw complex geotechnical and civil engineering projects across Southern California.
- Led multidisciplinary teams, maintained compliance, and coordinated subcontractors and schedules.
- Managed budgets, field execution, and regulatory reporting.

**ACL Construction – Vice President (2020 – 2022)**

- Oversaw company operations, business development, and project execution for major civil and commercial clients.
- Developed new revenue streams and expanded service capabilities across Southern California.
- Supervised project teams, ensuring safety, quality, and adherence to contract requirements.

**OHL-USA – Project Manager (2014 – 2020)**

- Managed large-scale transportation and infrastructure construction projects.
- Directed field operations, subcontractor coordination, scheduling, and project controls.
- Ensured compliance with Caltrans, municipal, and federal regulatory standards.

**C.C. Myers Inc – Project Manager (2012 – 2014)**

- Managed transportation and roadway construction projects throughout Southern California.
- Prepared schedules, managed budgets, and coordinated subcontractor operations.

**Advanced Geosolutions Inc – Superintendent (2010 – 2012)**

- Supervised construction operations, labor crews, and heavy equipment activities.
- Ensured compliance with engineering specifications, safety standards, and project timelines.

**LaBelle Marvin Inc – Engineering Assistant (2008 – 2010)**

- Performed engineering testing, inspections, and QA/QC documentation.
- Supported engineers with reporting, analysis, and field data collection.

**EDUCATION**

- Master of Science in Civil Engineering (Geotechnical Engineering), California State University, Fullerton – 2011
- Bachelor of Science in Civil Engineering, California State University, Fullerton – 2010

**LICENSES & CERTIFICATIONS**

**Apex Paving Co.**

8251 La Palma Ave, Suite 205

Buena Park, CA 90620

P 949-670-6905



- Licensed California State Engineer – 86107
- Licensed California General Contractor – A-1107352, A-1120918
- OSHA 510, OSHA 30, OSHA 10 Certified

## **ISAAC MENDOZA**

Executive Vice President, Field Operations

Apex Paving Co.

Phone: (951) 529-7489 | Email: isaac@apexpavingcompany.com

### **EXECUTIVE SUMMARY**

Accomplished construction and asphalt paving operations leader with over 29 years of experience managing large-scale commercial, municipal, and residential paving projects throughout Southern California. Currently serving as Executive Vice President of Field Operations at Apex Paving Co., guiding all company-wide field strategy, performance, and operational execution. Recognized for elevating safety culture, optimizing production, and strengthening workforce performance while maintaining exceptional quality and compliance with Caltrans and local standards.

### **CORE COMPETENCIES**

- Executive Field Operations Leadership
- Asphalt Paving Operations & Heavy Civil Construction
- Strategic Planning & Operational Optimization
- Project Management & Multi-Crew Coordination
- Regulatory Expertise (Caltrans, Local Agencies)
- Safety Compliance & Risk Management
- Budgeting, Financial Oversight & Cost Control
- Workforce Development & Leadership
- Scheduling, Production Planning & Resource Allocation

### **CERTIFICATIONS**

- OSHA 30-Hour Construction Certification
- WATCH Manual Trained
- First Aid & CPR Certified

## **PROFESSIONAL EXPERIENCE**

### **Apex Paving Co. — Executive Vice President, Field Operations**

*October 2025 – Present*

- • Lead company-wide field operations, overseeing crews, supervisors, foremen, and operational staff.
- • Design and implement strategic plans to improve productivity, job quality, and safety performance.
- • Direct high-volume asphalt paving projects from preconstruction planning through final delivery.
- • Align field operations with executive leadership goals, budget targets, and organizational growth.
- • Improve resource utilization, fleet efficiency, and workforce training programs.

### **Delta Group Inc. — Owner / Superintendent**

*2024 – October 2025*

- • Directed company operations, managing crews, scheduling, estimating, and client relationships.
- • Ensured high standards of safety, quality, and project execution across all field activities.

### **R.J. Noble Company — Superintendent**

*2013 – 2024*

- • Supervised commercial and municipal paving operations with strict schedule and cost controls.
- • Coordinated traffic control plans, material logistics, safety compliance, and crew assignments.
- • Developed workflow improvements to increase production efficiency.

### **International Union of Operating Engineers, Local 12 — Foreman**

*1997 – 2013*

- • Led crews in heavy equipment operations and asphalt placement.
- • Trained field personnel and ensured adherence to specifications and safety procedures.

### **Laborers' International Union of North America, Local 652 — Laborer**

*1995 – 1997*

## **ADDITIONAL INFORMATION**

- • Extensive knowledge of asphalt mix design, compaction standards, and production logistics.
- • Proven ability to elevate jobsite efficiency, workforce performance, and safety culture.
- • Strong communication, strategic leadership, and operational planning capabilities.

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern: I have carefully examined the Request for Proposal and any other documents accompanying or making a part of this Request for Proposal. I hereby propose to perform the following prices as specified in this Asphalt Berm Repair and Maintenance Services Request for Proposal at the rates described on APPENDIX A. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of Yucca Valley or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the Town Council of Town of Yucca Valley reserves the right to reject any or all proposals.

Name of Firm: Apex Paving Co.

Federal Tax ID: 39-4811989

Authorized Signatures: \_\_\_\_\_

Phone: 949-670-6905

Name and Title of: Chris Jobran CEO

Mailing Address: 8251 La Palma Ave, 205

City, State, Zip Code : Buena Park, CA 90620

Email: Chris@apexpavingcompany.com

**APPENDIX A – ASPHALT BERM REPAIR AND MAINTENANCE FEE SCHEDULE**

	<b>Work Description</b>	<b>Unit</b>	<b>Unit Price</b>
1	Construct 6” Asphalt Berm (Remove and Replace)	<b>L.F.</b>	<b>\$ 42.00</b>
2	Construct 8” Asphalt Berm (Remove and Replace)	<b>L.F.</b>	<b>\$ 44.00</b>
3	Asphalt Pavement Flatwork (4” Remove and Replace)	<b>S.F.</b>	<b>\$ 20.00</b>

\*Unit price to include Mobilization, Erosion Control, Traffic Control, and travel time.

**MOTION:**

Adopt Resolution No. 25-05, ordering preparation of the annual assessment district engineer’s reports, describing any new improvements or any substantial changes to the existing improvements, within the existing assessment districts.

- 5. **Adopt the Resolution No 25-06 Standard Plans and Specifications (Standards), Amendments to Standard Drawings**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING STANDARD DRAWING, STANDARDS PLANS AND SPECIFICATION NUMBERS 109, 112, 200, 200A, 202, 203, 210, 211, 212, 213, 220, 221, 300, 301, 302, 303, 305, 322, 400, 451, 490, 522, AND 522A, AND REMOVE STANDARD DRAWINGS 201, 222, AND 540.**

**MOTION:**

Adopt Resolution No.25-06, amending the Town of Yucca Valley Standard Plans and Specifications, modifying and updating the Standard Drawings, Standards 109, 112, 200, 200A, 202, 203, 210, 211, 212, 213, 220, 221, 300, 301, 302, 303, 305, 322, 400, 451, 490, 522, 522A, and remove Standard Drawings 201, 222, and 540.

- 6. **Adopt the Town-Wide Slurry / Cape Seal Project – Town Project No.7037/8340 Approval of Plans and Specification**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE TOWNWIDE SLURRY/CAPE SEAL PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.**

**MOTION:**

Adopt Resolution 25-07, approve the specifications for Project No. 7037/8340, and authorize the Town Clerk to advertise and receive bids.

- 7. **Approve the On-Call Berm Repair and Replacement Maintenance Services authorization to release a Request for Proposals**

**MOTION:**

Authorize the release of an RFP for On-Call Berm Repair and Replacement maintenance services.

Mayor Drozd opened public comments for the consent agenda items. With no members of the public wishing to speak, public comments were closed.

**DEPARTMENT REPORTS**

- 8. **Animal Shelter Operational Review Update One**

Town Manager Yakimow began the presentation for the Interim Animal Shelter Operations Report #1 and announced the dedicated webpage for the operational review.

**2. State Highway 247 Project Update- Caltrans**

Caltrans Legislative Liaison for District 8 briefed the Town Council on the current road maintenance project on Hwy 247 from Hwy 62 to Ginn Road.

Mayor Drozd opened public comments. With no members of the public wishing to speak, public comments were closed.

Council Member Lombardo inquired about the expansion of shoulders and drainage.

Mayor Drozd asked if there will be additional signage for bike use and inquired if there is anything planned for future installation of passing lanes or widening the roadway through the curves in Western Hills.

Council Member Schooler inquired about the work schedule.

Council Member Denison asked for additional details on dedicated bike lanes.

**3. Proclamation- National Public Works Week**

Mayor Drozd presented a proclamation to Public Works Director Qishta, recognizing National Public Works Week, May 18-24, 2025.

**APPROVAL OF AGENDA**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Robert Lombardo, Council Member  
**SECONDER:** Jim Schooler, Council Member  
**AYES:** Jeff Drozd, Rick Denison, Robert Lombardo, Jim Schooler  
**EXCUSED:** Merl Abel

**CONSENT AGENDA**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Rick Denison, Council Member  
**SECONDER:** Robert Lombardo, Council Member  
**AYES:** Jeff Drozd, Rick Denison, Robert Lombardo, Jim Schooler  
**EXCUSED:** Merl Abel

**4. Approve the On-Call Berm Repair and Replacement Maintenance Services – Award of Maintenance Services Contract**

**MOTION:**

Award a two (2)-year maintenance service contract to Delta Group, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town’s standard professional

services agreement and related documents, in the not-to-exceed amount of \$500,000 for FY 2024/25 and \$500,000 and FY 2025/26 for on-call asphalt berm repair and replacement maintenance services, with option to extend the contract for one or two more years.

**5. Adopt the Spending Limitation for Fiscal Year 2025-26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ESTABLISHING THE SPENDING LIMITATION FOR FISCAL YEAR 2025-26**

**MOTION:**

Adopt Resolution No. 25-13 establishing the spending limitation for fiscal year 2025-26.

**6. Approve the AB1234 Reporting Requirements**

**MOTION:**

Receive and file the AB1234 Reporting Requirement Schedule for the month of April 2025.

**7. Approve the Ratification of Warrant Registers**

**MOTION:**

Ratify the Payroll Registers totaling \$253,156.20 dated April 11,2025, and \$275,142.30 dated April 25, 2025.

Ratify the Warrant Registers totaling \$4,192,432.35 dated April 11,2025, and \$449,496.05 dated April 25, 2025.

Mayor Drozd opened public comments on the consent agenda items.

Ed Keesling, spoke to clarify the applying organization for agenda item number five.

With no other members of the public wishing to speak, Mayor Drozd closed public comments.

Town Manager Yakimow requested to pull item number five from the consent agenda.



# **AGREEMENT FOR SERVICES**

**By and Between**

**TOWN OF YUCCA VALLEY**

**and**

**APEX PAVING CO.**

**AGREEMENT FOR SERVICES  
BETWEEN THE TOWN OF YUCCA VALLEY AND  
APEX PAVING CO.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Town of Yucca Valley, a general law city (“Town”) and Apex Paving Co., (“Consultant”). Town and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

- A. Town has sought, by Request for Proposal (RFP), the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.
- C. Pursuant to the Town’s Municipal Code, Town has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

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

## 1.4 Licenses, Permits, Fees and Assessments.

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

## 1.5 Familiarity with Work.

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

## 1.6 Care of Work.

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

## 1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.0 Prevailing Wage.

It is the understanding of the Town and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

## 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Dollars (\$1,000,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

## 2.3 Reimbursable Expenses.

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

## 2.4 Invoices.

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and

payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics or pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Town. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Town of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Town. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Consultant shall have no authority to bind Town in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

(b) Consultant shall perform all Services as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to an concern the result of Consultant's provision of service and not the means, methods, or scheduling of the Consultant's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such benefits, privileges or rights.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The Town shall be named additional insured.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Consultant shall provide to the Town an endorsement that the workers' compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

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

(g) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(h) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

## 5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers shall be named additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$10,000.00, it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or

better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

### 5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this Agreement by Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of Town to monitor compliance with these requirements imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Town's Negligence. The provisions of this section do not apply to claims occurring as a result of Town's sole negligence. The provisions of this section shall not release Town from liability arising from gross negligence or willful acts or omissions of Town or any and all of its officials, employees and agents.

#### 5.4 Sufficiency of Insurer or Surety.

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

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

#### 6.1 Records.

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

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant (collectively, "Documents") under this Agreement are Town's property. Consultant may retain copies of such Documents as desired but will deliver all original materials to Town upon Town's written notice. Town agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Town's own risk. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to Town and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, Town specifically rejects ownership of such Documents. Consultant is required to indemnify and defend Town to the fullest extent allowed by applicable law should it violate this Section.

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

All Final Work Product developed by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of Town and may be used, reused or otherwise disposed of by Town without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Town all such Final Work Product if paid for by the Town. This

provision specifically excludes Consultants' work notes and drafts, which are owned by Consultant, not Town.

#### 6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### 7.1 California Law.

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

#### 7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default.

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

### 7.3 Retention of Funds.

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

### 7.4 Waiver.

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

### 7.5 Rights and Remedies are Cumulative.

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

### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

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

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

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

the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### 9.1 Notices.

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

### 9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Authority to Execute.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**TOWN OF YUCCA VALLEY:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

BURKE, WILLIAMS, & SORENSON, LLP

\_\_\_\_\_  
Thomas Jex, Town Attorney

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**Two signatures are required if a corporation.**

**NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		
_____		
<b>SIGNER IS REPRESENTING:</b>		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	_____	
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	NUMBER OF PAGES
<input type="checkbox"/>	GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
	_____	
<b>SIGNER IS REPRESENTING:</b>		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		

EXHIBIT "A"

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:
  - A.
  - B.
  - C.
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:
  - A.
  - B.
  - C.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:
  - A.
  - B.
  - C.
  
- IV. All work product is subject to review and acceptance by the Town and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.
  
- V. Consultant will utilize the following personnel to accomplish the Services:
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

EXHIBIT "C"

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following tasks at the following rates:

	<b>TASK</b>	<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
A.				
B.				
C.				
D.				

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

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

IV. The total compensation for the Services shall not exceed \$1,000,000.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.
  
- II. Consultant shall deliver the following tangible work products to the Town by the following dates.
  - A.
  
  - B.
  
  - C.
  
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



**Town of Yucca Valley  
FY 2024-26 Amended Budget  
Special Revenue Funds**

<b>800 - Capital Projects Reserve</b>	<b>2024-25</b>		<b>2025-26</b>
	<b>Amended Budget</b>	<b>Year-End Actual</b>	<b>Amended Budget</b>
<b>RECEIPTS</b>			
State Grant Reimbursement	\$ -	\$ -	\$ -
Cost Recovery	50,000	-	50,000
<b>TOTAL RECEIPTS</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>
<b>CAPITAL OUTLAY</b>			
Construction Projects	3,754,058	3,080,008	724,050
Capital Replacement	572,661	108,303	1,022,575
Vehicle & Equipment Replacement	772,342	745,918	476,424
Capital Maintenance	1,142,000	542,896	612,752
<b>TOTAL CAPITAL OUTLAY</b>	<b>6,241,061</b>	<b>4,477,126</b>	<b>2,835,800</b>
<b>OPERATING TRANSFERS IN (OUT)</b>			
Transfer IN (OUT)- Fund 001	500,000	500,000	500,000
Transfer IN (OUT)- Fund 001	11,000	11,000	9,500
Transfer IN (OUT)- Fund 001	3,500,000	3,500,000	2,000,000
Transfer IN (OUT) - Fund 536	-	-	-
Transfer IN (OUT)- Fund 572	(4,500,000)	-	(4,500,000)
Transfer IN (OUT)- Fund 574	(407,000)	-	(407,000)
Transfer IN (OUT)- Fund 801	150,000	150,000	-
	<b>(746,000)</b>	<b>4,161,000</b>	<b>(2,397,500)</b>
<b>INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(6,937,061)</b>	<b>(316,126)</b>	<b>(5,183,300)</b>
Unassigned Cap Reserve Fund	8,547,811	9,456,387	9,763,144
Town Wide Infrastructure Reserve	-	1,374,317	-
Specialized Professional Services Reserve	52,322	52,322	52,322
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	30,526	173,235	159,587
Fleet Reserve	428,634	503,032	268,114
<b>BEGINNING FUND BALANCE</b>	<b>11,559,294</b>	<b>11,559,293</b>	<b>11,243,167</b>
Unassigned Cap Reserve Fund	1,937,092	8,263,144	2,964,089
Specialized Prof. Services Reserve	2,322	52,322	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	2,500,000	2,500,000
Unspent Bond Proceeds-Sewer Design	15,526	159,587	144,587
Fleet Reserve	167,292	268,114	401,190
<b>ENDING FUND BALANCE</b>	<b>\$ 4,622,233</b>	<b>\$ 11,243,167</b>	<b>\$ 6,059,867</b>
<b>Construction Projects</b>			
<b>Project Detail</b>			
Town Hall Redesign	369,355	119,735	249,620
Public Buildings Design/Renov	100,000	-	100,000
Tri Valley Maintenance	123,495	-	173,495
Old Town Beautification	3,076,208	2,960,273	115,935
Town Property - Utility Undergrounding	85,000	-	85,000
	<b>3,754,058</b>	<b>3,080,008</b>	<b>724,050</b>
<b>Capital Replacement Program</b>			
Cap Projects- Contingency	156,000	16,425	200,000
Financial Software	17,507	-	100,000
Admin Services Masterplan Projects	50,000	-	110,000
Community Center HVAC Replacement	-	-	165,000
TriValley Shade Sail Replacement	-	-	200,000
CC Masterplan - CEQA	117,154	89,579	27,575
Open Spaces & Conservation Element Plan	120,000	-	120,000
Town Property Acquisition	100,000	2,300	100,000
	<b>572,661</b>	<b>108,303</b>	<b>1,022,575</b>
<b>Vehicle and Equipment Replacement</b>			

**Town of Yucca Valley  
FY 2024-26 Amended Budget  
Special Revenue Funds**

<b>800 - Capital Projects Reserve</b>	<b>2024-25</b>		<b>2025-26</b>
	<b>Amended Budget</b>	<b>Year-End Actual</b>	<b>Amended Budget</b>
Vehicle/Equipment Repl	772,342	745,918	476,424
<b>Capital Maintenance Program</b>	<b>772,342</b>	<b>745,918</b>	<b>476,424</b>
<b>Public Works</b>			
Berm Repairs	927,000	397,296	529,704
Concrete Repairs	200,000	131,952	68,048
Sewer Assessment Fees	15,000	13,648	15,000

**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Lesley Copeland, Town Clerk

**Date:** March 10, 2026

**Meeting Date:** March 17, 2026

**Subject:** Records Retention Schedule Update

**Recommendation:**

Adopt Resolution No. 26- Approving the update to the Town's Records Retention Schedule as attached hereto as Exhibit "A"

**Prior Review:**

None for this particular action.

**Discussion:**

In 2004, the Town Council adopted a Records Retention Schedule in accordance with the California Government Code Section 34090. This schedule requires periodic review and updating.

Since 2003, the Town has engaged Gladwell Governmental Services, Inc, a consultant in local government records management, to develop a comprehensive retention schedule for the Town. Each year, Gladwell Governmental Services, Inc., performs an annual review of the Town's records retention schedule to assure the Town's practices are consistent with State guidelines as well as adequately addresses the inventory of Town records. The proposed updates reflect changes in law, organizational changes in business practices and increased efficiency by using current technology as allowed by law.

The purpose of a records management program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all Town records. Gladwell Governmental Services, Inc., the Town Attorney and Town management staff routinely review the Town's Records Retention Schedule and recommend updates due to changes in retention laws, changes in record types, updates to best practices, or other administrative needs.

**Alternatives**

None recommended.

**Fiscal Impact:**

None

**Attachments**

1. RESOLUTION NO 26- RECORDS RETENTION
2. Exhibit A- All Retention Schedules 2026 DRAFT

**RESOLUTION NO. 26-**

**A RESOLUTION ADOPTING A RECORDS RETENTION SCHEDULE, AND  
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS**

**WHEREAS**, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the Town of Yucca Valley; and

**WHEREAS**, Section 34090 of the Government Code of the State of California provides a procedure whereby any Town record which has served its purpose and is no longer required may be destroyed; and

**WHEREAS**, the State of California has adopted guidelines for retention period for various government records; and

**WHEREAS**, the Town of Yucca Valley adopted Resolution 04-14, establishing records retention schedules in 2004 and most recently updated in June 2024.

**WHEREAS**, Gladwell Governmental Services, Inc., the Town Attorney and Town management staff have reviewed the proposed Records Retention Schedule Update.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES  
RESOLVE AS FOLLOWS:**

Section 1. Resolution No. 24-21 is hereby rescinded in its entirety.

Section 2. The records of the Town of Yucca Valley, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Town Clerk, without further action by the Town Council of the Town of Yucca Valley.

Section 3. The term " records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 4. The Town Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 5. This resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2026

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MAYOR

ATTEST:

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DEPUTY TOWN CLERK

APPROVED AS TO FORM:

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TOWN CLERK

# HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

**Copies** or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include all records as defined by the California Public Records Act.

## **STRUCTURE: TOWN-WIDE, DEPARTMENTS & DIVISIONS**

The Town-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the Town-wide retention schedule, or look in the index to the schedules (provided after approval.)

## **BENEFITS**

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the Town with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the Town
- Find records faster
- Determine what media should be used to store records

## **AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):**

Destruction or deletion of an **official (original) record** that has exceeded its retention period (and has SUBSTANTIVE CONTENT) must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention ("**Minimum 2 years**"), **the destruction / deletion must be authorized before it is destroyed,** as it is an official (original) record.

Copies, drafts, notes and non-records (or originals that do NOT have SUBSTANTIVE CONTENT) do **NOT require authorization**, and can be destroyed "**When No Longer Required.**"

If there is **NOT** a minimum retention ("When No Longer Required"), it does **NOT** need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**"

## RECORDS RETENTION SCHEDULE LEGEND

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**OFR (Office of Record):** The department that keeps the Official (original or “record copy”) record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the “Destroy Paper after Imaged & QC’d” below for the Legal Requirements for the electronic record to be the official (original) record.

**Records Description:** The record series (a group of like records).

**Non-Record:** Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

**Retention/Disposition:**  
**Active (guideline):** How long the file remains in the immediate office area  
**Inactive (guideline):** How long the file is in off-site storage, stored electronically in accordance with law (see below)  
**Total Retention:** The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

**P = Permanent**

**Indefinite** = No fixed or specified retention period; used for databases, because the data fields are interrelated and certain data may require minimum retention.

**Vital?** = Those records that are needed for basic operations in the event of a disaster.

**Media Options (guideline) terms used in State law:** Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)  
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)  
Ppr = Paper, Mylar, Linen, “Hard Copy”  
OD = Optical Disk or other **Unalterable Media** which does not allow changes

**Scan / Import (guideline):** “S” indicates the record should be scanned into the document imaging system;  
“I” indicates the record should be electronically imported into the document imaging system;  
“M” indicates the record was microfilmed

**Destroy Paper after Imaged & QC’d (quality checked) / Trustworthy Electronic Record:** “Yes” means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM, or microfilmed)** which is **stored in a safe & separate location**. Employees are required to Quality Check (“QC’d”) both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

**Legend for legal citations** (§: Section)

CC: Civil Code (CA)

CFC: California Fire Code

EVC: Evidence Code (CA)

FTB: Franchise Tax Board (CA)

HUD: Housing & Urban Develop. (US)

PC: Penal Code (CA)

UFC: Uniform Fire Code

W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)

CCP: Code of Civil Procedure (CA)

CFR: Code of Federal Regulations (US)

FA: Food & Agriculture Code

GC: Government Code (CA)

LC: Labor Code (CA)

PRC: Public Resources Code

USC: United States Code (US)

CBC: California Building Code

CCR: California Code of Regulations (CA)

EC: Elections Code (CA)

FC: Family Code (CA)

H&S: Health & Safety Code (CA)

Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)

R&T: Revenue & Taxation Code (CA)

VC: Vehicle Code (CA)

**RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS**

**(Used By ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>TOWN WIDE (Used By ALL Departments)</b>								
Lead Dept.	TW-003	Advertising (Legal) / Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for <a href="#">some</a> Municipal Government actions is 3 - 6 months; CCP§ <a href="#">335</a> <del>337</del> et seq; GC §§34090, <a href="#">65009(c)(1)</a>
Lead Dept. <a href="#">(Managing the Agreement / Contract)</a>	TW-006	Agreements / Contracts: <b>ADMINISTRATIVE FILES - NOT funded by a grant</b> (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, RFP, etc.)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP § 337 et. seq., GC §34090
Lead Dept. <a href="#">(Managing the Agreement / Contract)</a>	TW-007	Agreements / Contracts: <b>ADMINISTRATIVE FILES - WITH grant funding</b> (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, RFP, etc.)	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; 2 CFR 200.334; OMB Circular A-110 & A-133; CCP § 337 et. seq., GC §34090; GC §8546.7
Lead Dept. <a href="#">(Managing the Agreement / Contract)</a>	TW-008	Agreements / Contracts: <b>UNSUCCESSFUL BIDS / PROPOSALS / RESPONSES</b> to RFPs (Request for Proposals) / RFQs (Request for Qualifications) that don't result in a contract	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

## RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS (Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Staffing Dept.	TW-011	Boards / Commissions: Recordings - <b>AUDIO RECORDINGS</b> of Meetings (except Council / Planning Commission - see Town Clerk's / Planning's schedule) / Audio Tapes	30 days or after Minutes are approved (whichever is longer)		<del>Tape</del> (Mag)			Town preference; State law only requires for 30 days; GC §54953.5(b)
Staffing Dept.	TW-012	Boards, Commissions, / Committees: Citizens Advisory Formed by TOWN COUNCIL ( <b>Agendas, Notices, Affidavits of Postings, Proof of Publications, Staff Reports / Agenda Packets, etc.</b> )	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for <u>some</u> Municipal Government actions is 3 - 6 months; CCP§ <u>335</u> <del>337</del> et seq; GC §§34090, <u>65009(c)(1)</u>
Town Clerk	TW-013	Boards, Commissions, / Committees: Citizens Advisory Formed by TOWN COUNCIL ( <b>MINUTES / BYLAWS</b> )	Copies - When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Forward Originals to Town Clerk; Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §34090.7
	TW-014	Boards, Commissions, / Committees: <b>External</b> Organizations (e.g. County Board of Supervisors)	When No Longer Required		Mag, <u>Mfr.</u> <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Non-records
Staffing Dept.	TW-015	Boards, Commissions, / Committees: <b>Town Council Subcommittees</b> (All records)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Subcommittees can not take action -- all recommendations go to the full Council; Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)
Lead Dept.	TW-019	Committees: Internal attended by employees (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	TW-021	Complaints / Service Orders (operational)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Town preference to be consistent with correspondence; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §340 et seq., 342, GC §§ 911.2; 34090

**RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS**  
**(Used By ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
	TW-023	Copies / duplicates of any record	Copies - When No Longer Required		Mag, <u>Mfr.</u> <u>OD</u> , Ppr	S / I	<u>Yes: After QC &amp; OD</u>	GC §34090.7
Dept. that <b>Authors</b> Document or Receives the City's Original Document	TW-024	<p>Correspondence - <b>ROUTINE</b> (<b>IF CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business</b>)</p> <p>(e.g. Administrative <u>Files</u>, <u>Chronological-Files</u>, e-mail / <u>email with SUBSTANTIVE content</u>, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases, Public Records Requests, <u>Reading-Files</u>, <u>Working-Files</u>, etc.)</p> <p><b>IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business</b>  <b>SUBSTANTIVE synonyms:</b> <u>Significant</u>, <u>Meaningful</u>, <u>Considerable</u>, <u>Essential</u></p>	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose v. Superior Court (2017) 2 Cal.5th 608 GC §34090;

**RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS**  
**(Used By ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Dept. that Authors Document or Receives the City's Original Document	TW-025	Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b> , Interagency / Intraagency Memoranda not retained in the ordinary course of business  <b>Content NOT Substantive</b> , / NOT made / retained for the purpose of preserving the informational content for future reference  (e.g. calendars, checklists, e-mail / <a href="#">email</a> , / social media posting, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes / <a href="#">returned mail</a> , visitors logs, voice mails, webpages, etc.)	When No Longer Required		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr			Electronic and paper records are filed and <b>retained based upon their CONTENT</b> E-mails, electronic records, or social media postings where either the <b>CONTENT relates in a SUBSTANTIVE way to the conduct of the public's business</b> , or ARE made or retained for the purpose of preserving the informational content for future reference <b>are SAVED by printing them out and placing them in a file folder, or saving them electronically</b> . If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Lead Dept.	TW-026	Drafts / Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500

## RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS (Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Lead Dept. <a href="#">(Managing the Grant)</a>	TW-027	Grants / CDBG / Reimbursable Claims / FEMA Claims / OES Claims <b>(SUCCESSFUL)</b> Reports, other records required to pass the funding agency's audit, if required)	After Funding Agency Audit, if required - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), <del>29-CFR-97.42</del> ; <del>OMB Circular A-110 &amp; A-133</del> ; GC §34090; GC §8546.7
Lead Dept. <a href="#">(Managing the Grant)</a>	TW-028	Grants <b>(UNSUCCESSFUL)</b> Applications, Correspondence)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	TW-034	Material Data Safety Sheet (MSDS) / Safety Data Sheet (SDS) / Chemical Use Report Form (/ records of the chemical / substance / agent, where / when it was used)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Previous MSDS may be obtained from a service; <b>MSDS may be destroyed as long as a record of the chemical / substance / agent, where &amp; when it was used is maintained for 30 years</b> ; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), ), 29 CFR 1910.1020(d)(1)(ii)(B), GC §34090
	TW-036	Newspaper Clippings	When No Longer Required		<a href="#">Mag, Mfr, OD, Ppr</a>	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Non-records - may be obtained from the newspaper company; GC §34090
Staffing Dept.	TW-037	Notices: Public Hearing Notices	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP§337 et seq; GC §34090

**RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS**  
**(Used By ALL Departments)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources	TW-039	Personnel Files ( <a href="#">Department Level Files</a> ) <a href="#">Send all originals to Human Resources</a>	Upon Separation, Send All Originals to Human Resources	Before Separation	Mag, <a href="#">Mfr.</a> <a href="#">OD</a> , Ppr	S / I	<a href="#">Yes: After QC &amp; OD</a>	Ensure records kept in Department files comply with Town policy (all originals are sent to Human Resources, only the Supervisor's file is maintained in departments); GC §34090.7 <a href="#">LC §1198.5</a>
Manag. Services / Human Resources	TW-040	Personnel Files (Supervisors File of notes - incorporated into Annual Performance Evaluations)	1 year	Before Annual Performance Evaluation	Mag, <a href="#">Mfr.</a> <a href="#">OD</a> , Ppr	S / I	<a href="#">Yes: After QC &amp; OD</a>	Preliminary Notes; Notes maintained in a separate folder to be incorporated into performance evaluation; GC §34090 et seq.
Lead Dept.	TW-041	Personnel Work Schedules	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	TW-041.5	Photographs	When No Longer Required		Mag, <a href="#">Mfr.</a> <a href="#">OD</a> , Ppr	S / I	<a href="#">Yes: After QC &amp; OD</a>	Preliminary Drafts (retention is placed on the record the photograph is used in - Brochure, Report, etc.); destroy unnecessary photographs. GC §34090
Lead Dept.	TW-042	Press Releases	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §§34090
Lead Dept.	TW-046	Reference Materials: Policies, Procedures, Brochures, <a href="#">Handbooks</a> , Manuals, <a href="#">Plans (if not provided in the schedule)</a> , <a href="#">Standard Operating Procedures (SOPs)</a> , <a href="#">Studies</a> , <a href="#">Reports (if not provided in the schedule)</a> . Newsletters: Produced by <b>OTHER Departments</b>	When Superseded		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7

## RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS (Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
	TW-047	Reference Materials: Policies, Procedures, Brochures, <a href="#">Handbooks</a> , Manuals, <a href="#">Plans (if not provided in the schedule)</a> , <a href="#">Standard Operating Procedures (SOPs)</a> , <a href="#">Studies</a> , <a href="#">Reports (if not provided in the schedule)</a> . Newsletters: Produced by <b>OUTSIDE ORGANIZATIONS</b> (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Non-Records
Lead Dept.	TW-048	Reference Materials: Policies, Procedures, Brochures, <a href="#">Handbooks</a> , Manuals, <a href="#">Plans (if not provided in the schedule)</a> , <a href="#">Standard Operating Procedures (SOPs)</a> , <a href="#">Studies</a> , <a href="#">Reports (if not provided in the schedule)</a> . Newsletters: Produced by <b>YOUR Department</b>	Expiration + 2 years		Mag, Mfr, <a href="#">OD</a> , Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
	TW-049	Reference / Working Files: See Correspondence						
Lead Dept.	TW-050	Reports, Studies ( <b>Historically significant</b> )	P		Mag, Mfr, <a href="#">OD</a> , Ppr	S/I	Yes: After QC & OD	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	TW-051	Reports, Studies ( <b>other than Historically significant reports</b> - e.g. Annual Reports)	10 years		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	TW-053	Speaker Cards (submitted at public meetings)	When No Longer Required		<a href="#">Mag</a> , <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Transitory records not retained in the ordinary course of business (used to accurately produce minutes); GC §34090 et seq.

## RECORDS RETENTION SCHEDULE: TOWN-WIDE STANDARDS (Used By ALL Departments)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If "Lead Dept." is indicated as the OFR, and you are the Lead, then the retention indicated applies (they are originals). If you are the OFR, refer to your department schedule.</i>								
<i>If you are NOT the "Lead Dept.", the documents only need to be retained until no longer required (they are copies).</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Lead Dept.	TW-054	Surveys / Questionnaires (that the Town issues).  If a summary of the data is compiled, the survey forms are considered a draft / transitory record, / can be destroyed as drafts (When No Longer Required)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Lead Dept.	TW-056	Telephone Messages	When No Longer Required		<a href="#">Mag, Mfr, OD, Ppr</a>	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	As long as they are not retained in the "Regular Course of Business". Consult the Town Attorney to determine if a record is considered a draft. GC §34090
Lead Dept.	TW-058	Town Attorney: Opinions	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	City Preference; GC §34090
<a href="#">Lead Dept.</a>	<a href="#">TW-058.5</a>	<a href="#">Training EMPLOYEE RECORDS (If Records are Created)</a>  <a href="#">Required Information for all Employee Training:</a> <a href="#">Employee Name</a> <a href="#">Training Provider's Name</a> <a href="#">Date</a> <a href="#">Duration (length)</a> <a href="#">Core Competencies / Skills</a> <a href="#">Certifications / Qualifications</a>	<a href="#">Separation + 5 years</a>		<a href="#">Mag, Mfr, OD, Ppr</a>	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	<a href="#">LC §1198.5, 6401.9(f), 6429(c); 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b); 53238.3(b)</a>

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(Used By ALL Departments)

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Lead Dept. <a href="#">(Presenting the Training)</a>	TW-059	Training Presented by Staff - <b>COURSE RECORDS</b>  (Attendance Rosters / Sign-in Sheets, Outlines / Materials; includes Ethics, <a href="#">Fiscal &amp; Financial</a> , Harassment, Workplace Violence, Safety Training, Tailgates)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics, <a href="#">Fiscal and Financial</a> , Harassment & <a href="#">Workplace Violence</a> Prevention Training are 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires <b>4 2-3</b> years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b), <a href="#">53238.3(b)</a> , <a href="#">LC §6401.9(f)</a> .
Lead Dept.	TW-060	Volunteer / Unpaid Intern Applications / Agreements - <b>Unsuccessful</b> Applicants	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§ 12960, 34090
Lead Dept.	TW-061	Volunteer / Unpaid Intern Applications / Agreements (includes emergency contact information) - <b>Successful</b> Applicants	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC §§ 12960, 34090
Dept. Providing Service / Work	TW-062	Work Orders / Work Requests (Department <b>providing</b> service retains originals; department providing service is considered a copy)	3 years	<a href="#">Yes</a>	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with operational complaints; CCP §§338 et seq., 340 et seq., 342, GC §34090

## RECORDS RETENTION SCHEDULE: ANIMAL CONTROL SERVICES

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<b>ANIMAL CONTROL SERVICES</b>								
Animal Control Services	AC-001	Administrative Hearing Audio Recordings / Audio Tapes	30 days or after Minutes are approved (whichever is longer)		Mag			Department preference (consistent with Town-wide standards); State law only requires for 30 days; GC §54953.5(b)
Animal Control Services	AC-002	Administrative Hearing Minutes	10 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Animal Control Services	AC-003	Animal Control Cases (Bite Reports, Cruelty, etc.)	Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Animal Control Services	AC-004	Animal Licensing Printouts	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Animal Control Services	AC-005	Animal Services <b>Databases</b> / Animal License Database, etc.	Indefinite - Minimum 3 years	<a href="#">Yes</a>	Mag, Mfr, OD, Ppr	S / I	<a href="#">Yes: After QC &amp; OD</a>	Department preference - used for locating animals; 3 years is required; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Animal Control Services	AC-006	Animal Trap Agreements	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Animal Control Services	AC-007	Citations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; may contain felony charges (DA determines); GC §34090 et seq.
Animal Control Services	AC-008	Citizens Service Logs	When No Longer Required		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Transitory records not retained in the ordinary course of business; GC §34090 et seq.
Animal Control Services	AC-009	Controlled Substance Inventory / Records	Date of Inventory + 2 years	Yes	Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Required for 2 years after inventory or transaction; 21 CFR §1304.04, 1310.04
Animal Control Services	AC-010	Daily Activity Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: ANIMAL CONTROL SERVICES**

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Animal Control Services	AC-011	Impound Records / Transportation Records	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Covers various statute of limitations; 3 years is required; 1 year is required for the transportation of dead animals; FA §32003(e), PC §597.1(d); CCP §337 et. seq., 3 CCR 1180.15; GC §34090
Animal Control Services	AC-012	Notice of Violations	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; consistent with animal record retention requirements; GC §34090 et seq.
Animal Control Services	AC-013	Owner Release for Euthanasia	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); GC §34090
Animal Control Services	AC-014	Parking Citations / Associated Cases	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Animal Control Services	AC-015	Public Nuisance Cases (barking dogs, etc.)	Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Animal Control Services	AC-015.1	Record of All Efforts to Contact Owner / Microchip's Primary Registrant	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	FA §§31108.3 and 31752.1; GC §34090 et seq.
Animal Control Services	AC-016	Return to Owner Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.
Animal Control Services	AC-017	Veterinary Drugs / Prescriptions	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Prescriptions are required for 3 years; drug inventories are required for 2 years after inventory or transaction; Suppliers of Hemodialysis drugs & devices are required to keep their records 3 years; 16 CCR 1790; 21 CFR §1304.04, 1310.04; B&P 4199(b)
Animal Control Services	AC-018	Treatment Records (Vaccination records, medical treatments, etc.)	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); GC §34090

## RECORDS RETENTION SCHEDULE - BUILDING AND SAFETY (Code Enforcement)

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<b>BUILDING AND SAFETY</b>								
Building & Safety	BL-001	Building Permit Database	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ 1.8.4.3.1, <del>104.6</del> 104.7 and 107.5; H&S §19850; GC §34090
Building & Safety	BL-002	Certificates of Occupancy	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §34090
Building & Safety	BL-003	Inspection Correction Notices	When Permit is Finalled	Yes (until corrected)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (drafts and notes); GC §34090 et seq.
Building & Safety	BL-004	<b>PERMITS:</b> Building Permits - ALL, except cancelled by applicant where no work was started	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CBC §§ <del>104.6</del> 104.7 and 107.5; GC §34090
Building & Safety	BL-005	<b>PERMITS: Cancelled by Applicant</b> - where construction was NOT commenced ( <b>letters, other Town-owned documents</b> - both residential / commercial)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Permits expire if work is not commenced within 180 days, and may be extended for 180 days if requested; <a href="#">CBC §§104.7</a> , GC §34090
Building & Safety	BL-006	<b>PERMITS: Cancelled by Applicant</b> , where construction was NOT commenced ( <b>Submittal Documents / Plans belonging to applicant</b> - both residential / commercial)	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Cancelled by applicant; <a href="#">CBC §§104.7</a> , GC §34090
Building & Safety	BL-007	Plan Check Correction Lists	When Permit is Finalled		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (drafts and notes); GC §34090 et seq.
Building & Safety	BL-008	<b>PLANS: Approved Construction Documents / Plans - COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION</b> (includes soils reports, energy calculations, commercial structural plans, commercial structural calculations, Private NPDES permits, Hazardous Materials Questionnaire, applications, etc.)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Law requires for the life of the building for commercial and common interest dwellings; <a href="#">CBC §§ 1.8.4.3.1, 104.7 - 104.7.4</a> and 107.5; H&S§19850, GC §34090

**RECORDS RETENTION SCHEDULE - BUILDING AND SAFETY**  
**(Code Enforcement)**

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Building & Safety	BL-009	<b>PLANS: Approved Construction Documents / Plans - EXPIRED Permit / No Permit was Issued - Where construction had commenced</b> ("Stalled" projects, etc. - includes applications)	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Permits expire if work is not commenced within 180 days, and may be extended for 180 days if requested; H&S§19850, <a href="#">CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5</a> ; GC §34090
Building & Safety	BL-010	<b>PLANS: Approved Construction Documents / Plans - RESIDENTIAL - SINGLE FAMILY DWELLINGS</b> (all)	6 months after Issuance of Certificate of Occupancy		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Department Preference; Law requires for the life of the building for commercial only; CBC require plans be retained 180 days from completion date for residential and apurtenances; CBC <a href="#">§§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5</a> ; H&S§19850, GC §34090
Building & Safety	BL-011	<b>PLANS: Cancelled by Applicant</b> , where construction was NOT commenced ( <b>Submittal Documents / Plans belonging to applicant</b> - both residential / commercial)	When No Longer Required		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Cancelled by applicant; <a href="#">CBC §§ 1.8.4.3.1, 104.7 – 104.7.4 and 107.5</a> ; GC §34090
Building & Safety	BL-012	Requests / Permissions to Receive Copies of Plans (Correspondence to / from Architects)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Building & Safety	BL-013	Uniform Building Codes / California Building Codes (CBC, UBC, UPC, UEC, etc.)	When Superseded		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	GC §50022.6
<b>BUILDING AND SAFETY / CODE ENFORCEMENT / COMMUNITY IMPROVEMENT AND CODE COMPLIANCE</b>								
<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-014	Administrative Hearing Audio Recordings / Audio Tapes	2 years		Mag, <del>Mfr.</del> , <del>OD</del> , <del>Ppr</del>	<del>S / I</del>	<del>Yes: After QC &amp; OD</del>	Department preference; State law only requires for 30 days; GC §54953.5(b)

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<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-015	Administrative Hearing Minutes	2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-016	Code Compliance Database	Indefinite - Minimum 2 years	<a href="#">Yes</a>	Mag, <a href="#">Mfr.</a> <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department preference - data is interrelated; GC §34090 et seq.
<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-017	Code Enforcement Case Files	Minimum 2 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Case is open until satisfactorily resolved (some cases are not resolved); Town Clerk maintains original staff reports and resolutions that are presented to Council; CFC §104.3.4, GC §34090
<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-018	Code Enforcement Case Files - Liens	P	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CFC §104.3.4, GC §34090
<a href="#">Building &amp; Safety / Code Enforce.</a>	BL-019	Photo Logs / Negatives	2 years	Yes	Mag, <a href="#">Mfr.</a> <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department Preference; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES**  
(Admin., Recreation, Museum)

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<b>COMMUNITY SERVICES / ADMINISTRATION</b>								
Comm. Services / Admin.	CS-001	Agenda Packets for Boards, Commissions, / Committees (Parks, Recreation / Cultural Commission, Youth Commission, Public Arts Advisory Commission, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	See Town-wide standards; GC §34090
<del>Comm. Services / Admin.</del>	<del>CS-002</del>	<del>Alcohol Use Permits</del>	<del>2 years</del>	<del>Yes: During Event</del>	<del>Mag, Mfr, OD, Ppr</del>	<del>S / I</del>	<del>Yes: After QC &amp; OD</del>	<del>GC §34090</del>
Comm. Services / Admin.	CS-003	Facility Rental Agreements / Facility Use Requests (includes insurance certificates, etc.) - Club House Rentals, Park Use / Rentals, Room Reservations, Swimming Pool Rental, Schools, Room Reservations, etc.	2 years	Yes: During Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
<del>Comm. Services / Admin.</del>	<del>CS-004</del>	<del>Town Newsletter</del>	<del>2 years</del>		<del>Mag, Mfr, OD, Ppr</del>	<del>S / I</del>	<del>Yes: After QC &amp; OD</del>	<del>For historical purposes; GC §34090 et seq.</del>
<del>Comm. Services / Admin.</del>	<del>CS-005</del>	<del>Video Recordings / Video Tapes: Youth Commission Programs / Information</del>	<del>Minimum 2 years</del>	<del>-</del>	<del>Tape (Mag)</del>			<del>Department Preference; Routine video monitoring tapes are only required for 100 days; GC §§34090.6, 34090.7</del>
<del>Comm. Services / Admin.</del>	<del>CS-006</del>	<del>Welcome Center Agreements (ATM Provider, brochures, art sales, etc.)</del>	<del>Completion + 2 years</del>	<del>Yes: Until Completion</del>	<del>Mag, Mfr, OD, Ppr</del>	<del>S / I</del>	<del>Yes: After QC &amp; OD</del>	<del>Exception to Town-wide standards because E&amp;O does not apply; CCP §§336(a), 337 et seq., GC §34090</del>
<b>PARKS</b>								
<del>Comm. Services / Parks</del>	<del>CS-007</del>	<del>Facility Files</del>	<del>Minimum 2 years</del>	<del>Yes</del>	<del>Mag, Mfr, OD, Ppr</del>	<del>S / I</del>	<del>Yes: After QC &amp; OD</del>	<del>Department preference (originals may be in Planning or Public Works, GC §34090 et seq.)</del>

**RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES**  
(Admin., Recreation, Museum)

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<b>COMMUNITY SERVICES / RECREATION</b>								
Comm. Services / Recreation	CS-008	Activity / Events Guide	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	For historical purposes; GC §34090 et seq.
Comm. Services / Recreation	CS-009	Agreements for Contractors: Class Instructors etc.	Completion + 2 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Exception to Town-wide standards because E&O does not apply; CCP §§336(a), 337 et seq., GC §34090
Comm. Services / Recreation	CS-010	Birth Certificates	When No Longer Required		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Non-records retained for reference; GC §34090 et seq.
Comm. Services / Recreation	CS-011	Class Registration Forms - Town Sponsored Activities (includes sports programs)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090,
Comm. Services / Recreation	CS-012	Liability Waiver for Recreation Activities / Classes	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Comm. Services / Recreation	CS-013	Recreation Class <b>Database</b>	Indefinite - Minimum 2 years	<u>Yes</u>	Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Data is interrelated; GC §34090, CCP §§337, 343
Comm. Services / Recreation	CS-014	Recreation Class Files / Activity Files / Programs (Dancing, etc.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090,
Comm. Services / Recreation	CS-015	Scorebooks	When No Longer Required		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Transitory records not retained in the ordinary course of business; GC §34090 et seq.
Comm. Services / Recreation	CS-016	Special Events - Town Sponsored / Co-Sponsored (concerts, etc.)	2 years	Yes: Before Event	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations any "...liability founded upon an instrument in writing" or not specifically provided for is 4 years; GC §34090, CCP §§337, 343

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(Admin., Recreation, Museum)

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<b>COMMUNITY SERVICES / MUSEUM</b>								
Comm. Services / Museum	CS-017	Admission Records (Attendance Statistics)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Historical records) GC §34090 et seq.
Comm. Services / Museum	CS-018	Animal Treatment Records	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	3 years is required; FA §32003(e), PC §597.1(d); GC §34090
Comm. Services / Museum	CS-019	Education Programs	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Comm. Services / Museum	CS-020	Donations - Monetary	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090
Comm. Services / Museum	CS-021	Donations - Major Gifts	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Historical records) GC §34090 et seq.
Comm. Services / Museum	CS-022	Events / Fundraising Events	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Covers various statute of limitations; CCP §§337, 338; GC §34090
Comm. Services / Museum	CS-023	Exhibits / Collections ( <b>Administration</b> , etc.)	Completion + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for contracts is 4 years, personal property 3 years; meets auditing requirements; CCP §§337, 338; GC §34090
Comm. Services / Museum	CS-024	Exhibits / Collections ( <b>Historical Records of Exhibits</b> )	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD No	Department Preference; GC §34090
Comm. Services / Museum	CS-025	School / Tour Group Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Comm. Services / Museum	CS-026	Sign-in Sheets - Town-sponsored Activities	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC § 34090, CCP § 337 et seq.

## RECORDS RETENTION SCHEDULE - ENGINEERING

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>ENGINEERING</b>								
Manag. Services / Town Clerk	EN-001	Abandonments, Easements, Entitlements, / Vacations (Recorded Documents / Town Property)	When No Longer Required	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Engineer.	EN-002	Aerial Maps (both analog / digital)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference for historical purposes; GC §34090
Engineer.	EN-003	Assessment / Maintenance District Projects (Maps, Diagrams, Spreadsheets, Improvement Plans - e.g. roads, sewer, etc.)	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 - 10 years (for Errors & Omissions); CCP §§337. 337.1(a), 337.15, 343; GC §34090.7
Engineer.	EN-004	Encroachment Permits / Agreements: <b>Permanent</b> (Awnings, Utilities, Signs, etc.)	P	Yes: Until Revocation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC § 34090
Engineer.	EN-024	Encroachment Permits / Agreements: <b>Temporary</b> (Street Cuts, Utility Cuts, Debris Boxes, etc.)	Expiration + 2 years	Yes: Until Revocation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC § 34090
Lead Dept. (Engineer. or Public Works)	EN-005	Investigations (minor projects - reports, ordering of signs, etc.)	Minimum Completion + 2 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to cover audits from all grant funding agencies; Statute of Limitations for Errors & Omissions is 10 years; CCP §§337. 337.1(a), 337.15, GC §34090
Engineer.	EN-006	NPDES Monitoring Reports	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44
Engineer.	EN-007	NPDES Permit	Expiration + 3 years	Yes: Until Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Covers various statute of limitations; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Engineer.	EN-008	Offers of Dedication (Rejected, Unprocessed / Unaccepted -- If accepted, Town Clerk is Office of Record)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090

**RECORDS RETENTION SCHEDULE - ENGINEERING**

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Engineer.	EN-009	Preliminary Studies / Project Assessments (Not Acquired)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Engineer.	EN-010	Project Files: Town Infrastructure / Facilities Projects (Capital Improvement Projects / CIP) <b>Administration File:</b> Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.	<del>P</del> <del>Completion +10 years or After Funding Agency Audit, if required, whichever is longer</del>	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090, CCP §337
Engineer.	EN-011	Project Files: Town Infrastructure / Facilities Projects (Capital Improvement Projects / CIP) <b>Permanent File:</b> Plans, Specifications, Materials Testing Reports, Copy of Notice of Completion, Project Study Reports, Record Drawings ("As Builts"), Regulatory Agency Approvals, Soils Reports, Structural Calculations, Surveys, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for disaster preparedness purposes (Town Clerk does not maintain Plans, Materials Testing Reports, etc.) GC §34090
Lead Dept.	EN-012	Real Estate Appraisal Reports: Property <b>NOT</b> purchased / sold	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public; GC §§34090, 7928.705
Lead Dept.	EN-013	Real Estate Appraisal Reports: Purchased / Sold Property	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Not accessible to the public until purchase has been completed; meets municipal government auditing standards; GC §§34090 7928.705
Engineer.	EN-014	Record Drawings, Plans / Maps	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Drafts should be destroyed; GC §34090, 34090.7

**RECORDS RETENTION SCHEDULE - ENGINEERING**

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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Engineer.	EN-015	Signal Timing	Change + 10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Engineer.	EN-017	Studies (pavement management, etc.)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §§34090
Engineer.	EN-018	Traffic Calming Requests (speed humps, etc.)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Engineer.	EN-019	Traffic Collision Notifications (determine cost to bill responsible parties)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Non-records from the Sherriff) GC §34090
Engineer.	EN-020	Traffic Commission Agenda Packets	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Engineer.	EN-021	Traffic Counts, Summaries, Reports - Other than Historical	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Engineer.	EN-022	Traffic Speed Surveys	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (required every 5 years, but can be extended to 7 or 10 years); GC §34090
Engineer.	EN-023	Underground Service Alerts (USA) / <a href="#">Dig Alerts</a> : Utility Cuts, etc.	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; <a href="#">EPA FAQs recommend Life of the Tank</a> ; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §34090

## RECORDS RETENTION SCHEDULE: FINANCE (Payroll, Purchasing)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>FINANCE</b>								
Manag. Services / Finance	FIN-001	1099's 1096's DE542 (California Report of Independent Contractors)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090, 29 USC 436
Manag. Services / Finance	FIN-002	Accounts Payable / Vendor Files (All Records / Reports - Includes Invoices, P.O.s, Travel Expense Reimbursements, Postage, etc.)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover grant auditing requirements; GC §34090
Manag. Services / Finance	FIN-003	Accounts Payable Check Registers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; GC §34090, CCP § 337
Manag. Services / Finance	FIN-004	Accounts Receivable / Revenue / Cash Receipts / Deposits / Summaries (includes all source documents / backup detail)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover grant auditing requirements; GC §34090
Manag. Services / Finance	FIN-005	Assessment District / Special District Payments / Reports	Termination of District + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; IRS is 4 years after tax is due or paid; Supporting documentation for Investments of Operating Funds; meets auditing standards; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090
Manag. Services / Finance	FIN-006	Audit Management Letters / other formal letters related to audit communication	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Finance	FIN-007	Audit Work Papers	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090

## RECORDS RETENTION SCHEDULE: FINANCE

### (Payroll, Purchasing)

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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Finance	FIN-008	Bank Statements, Bank Reconciliations, Trustee Statements, Fiscal Agent Statements, Investment Account Statements, Outstanding Check Lists, Daily Cash Summaries / Deposit Slips	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	For auditing purposes; Published articles show 3 - 4 years; Other cities show 7 - 10 years; GC §34090, 26 CFR 31.6001-1
Manag. Services / Town Clerk	FIN-009	Bond Transcripts / Certificates of Participation (issuing documents) See Bank Statements for statement retention.	When No Longer Required	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
Manag. Services / Finance	FIN-010	Budget Amendments	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Finance	FIN-011	Budget Hearing, Drafts, / Review (Development Documents / Preliminary Budget)	When No Longer Required		Mag, <u>Mfr.</u> <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Drafts; GC §34090.7
Manag. Services / Finance	FIN-012	Budget Transfer Requests / Journals	5 years	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Manag. Services / Finance	FIN-013	Budgets - Adopted	P	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Must be filed with County Auditor; GC §34090, 40802, 53901
Manag. Services / Finance	FIN-014	Business License / Business Registration <b>Applications</b>	5 years	Yes (before termination)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets Municipal Government auditing standards GC §34090 et seq.
Manag. Services / Finance	FIN-015	Business License / Business Registration <b>Certificates</b>	When No Longer Required		Mag, <u>Mfr.</u> <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Business License Database can accurately re-print these on demand (the database is considered the original); GC §34090 et seq.
Manag. Services / Finance	FIN-016	Business License / Business Registration <b>Database</b>	Indefinite - Minimum 5 years	<u>Yes</u>	Mag, <u>Mfr.</u> <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Department preference; Data fields are inter-related; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: FINANCE**  
**(Payroll, Purchasing)**

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Manag. Services / Finance	FIN-017	Annual Consolidated Financial Report (ACFR) / related Audit Opinions	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Manag. Services / Finance	FIN-018	Chart of Accounts / Organization Structure	When No Longer Required	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Part of Financial Services Database; GC §34090
Manag. Services / Finance	FIN-019	Checks / Warrants - Canceled (Cashed) / Voided	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; GC §34090, CCP § 337
Manag. Services / Finance	FIN-020	Collection Agency (e.g., returned checks assigned to collection)	Assignment + 7 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to match the length of time negative credit information remains on a consumer's credit report; GC §34090
Manag. Services / Finance	FIN-021	Deposit Accounts (Building Permit Deposits / Trust Accounts)	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090
Manag. Services / Finance	FIN-022	Developer Trust Accounts	Close + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (meets municipal government auditing standards); GC §34090
Manag. Services / Finance	FIN-023	Escheat (Unclaimed money / uncashed checks)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; Meets auditing requirements; CCP §§340(d4), 1519; GC §34090
Manag. Services / Finance	FIN-024	Financial Services Database	Indefinite - Minimum 5 years	Yes	Mag, <u>Mfr</u> , <u>OD</u> , <u>Ppr</u>	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Data Fields / Records are interrelated; GC §34090
Manag. Services / Finance	FIN-025	Fixed Assets - Annual Listing (Source Documents) for Land / Structures	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Includes permanent assets; GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE**  
**(Payroll, Purchasing)**

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Manag. Services / Finance	FIN-026	General Ledger: Final year-end	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD <del>1</del> -year	Published articles show 3 -10 years; Other Cities have adopted 2 years - 20 years; GC §34090
Manag. Services / Finance	FIN-027	Grant Reports: Quarterly Grant Reports, Compliance Reports (e.g. Police)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), <del>29-CFR-97.42</del> ; OMB Circular A-110 & A-133; GC §34090; GC §8546.7
Manag. Services / Finance	FIN-028	Investment Advisor Reports / Trade Tickets	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900
Manag. Services / Finance	FIN-029	Journal Entries (Binders)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; GC §34090, CCP § 337
Manag. Services / Finance	FIN-030	Journals, Finance Reports created from Database: Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets ( <b>MONTHLY / PERIODIC</b> )	When No Longer Required	<u>Yes</u>	Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; GC §34090
Manag. Services / Finance	FIN-031	Returned Check Processing	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090

## RECORDS RETENTION SCHEDULE: FINANCE

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Manag. Services / Finance	FIN-032	State Reports: State Controllers Report, Local Government Compensation Report, Property Management Plan, Obligation Payment Schedules, Due Diligence Reviews, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards; GC §34090
Manag. Services / Finance	FIN-033	Street Report, AQMD Annual Report, Maintenance of Effort (MOE) Calculations, Audits, / other compliance reports	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090
Manag. Services / Finance	FIN-033.5	W-9's	Vendor Inactive + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets IRS auditing standards; GC §34090
<b>FINANCE / PAYROLL</b>								
Manag. Services / Finance / Payroll	FIN-034	DE-6, DE-7, DE-9 DE-43, W-3, / DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA / Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §34090
Manag. Services / Finance / Payroll	FIN-035	Deduction Registers, Leave Balances, Organization Charge Summaries	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Finance / Payroll	FIN-036	Payroll Checks	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; GC §34090, CCP § 337

**RECORDS RETENTION SCHEDULE: FINANCE**  
**(Payroll, Purchasing)**

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Manag. Services / Finance / Payroll	FIN-037	Payroll <b>Database</b>	Indefinite - Minimum 5 years	Yes	Mag, <u>Mfr</u> , <u>OD</u> , <u>Ppr</u>	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Data is interrelated; GC §34090 et seq.
Manag. Services / Finance / Payroll	FIN-038	<a href="#">All Cumulative Detailed Payroll Journal/Registers Per Pay Period</a> <del>Payroll Journal / Register (Detail Year-end -- Cumulative by employee)</del>	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference consistent with auditing standards; GC §34090
Manag. Services / Finance / Payroll	FIN-039	Payroll Journal / Registers (Periodic reports, when a detail year-end report is retained)	5 years		Mag, OD, Mfr, Ppr	S / I	Yes: After QC & OD	Department preference; Considered a draft or transitory record (detail year-end is retained); GC §34090
Manag. Services / Finance / Payroll	FIN-040	PERS Reports / Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements / Bi-weekly Reports	When No Longer Required		Mag, OD, Mfr, Ppr	S / I	Yes: After QC & OD	Department Preference (Non-records); GC §34090
Manag. Services / Finance / Payroll	FIN-041	Time Sheets / Time Cards / Payroll Exception Reports <b>WITH</b> employee signatures	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; Published articles show 4 -10 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5 & 516.6(c); GC §34090
Manag. Services / Finance / Payroll	FIN-042	W-2's	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090

**RECORDS RETENTION SCHEDULE: FINANCE**  
(Payroll, Purchasing)

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<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Finance / Payroll	FIN-043	W-4, W-4-A, DE-4	No Longer in Effect + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	IRS Regulation for W-4s: four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later; 26 CFR 31.6001-1; GC §34090

DRAFT

**RECORDS RETENTION SCHEDULE: FINANCE**  
**(Payroll, Purchasing)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>FINANCE / PURCHASING</b>								
Manag. Services / Finance / Purchasing	FIN-044	Purchase Orders, Procurement Requisitions	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090
Manag. Services / Finance / Purchasing	FIN-045	Purchasing Card / Credit Card Backup Receipts	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; GC §34090

DRAFT

**RECORDS RETENTION SCHEDULE: GENERAL SERVICES**  
(Emergency Prep., Grants, Franchise, IT, Legislative Relations, Solid Waste)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>GENERAL SERVICES / EMERGENCY PREPARATION</b>								
General Services / Emerg. Prep.	GS-001	Disaster History	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
General Services / Emerg. Prep.	GS-002	Disaster Recovery Plan	Superseded + 7 years	Yes: Until Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
General Services / Emerg. Prep.	GS-003	Disaster Recovery Training / Events (includes SEMS Training - Standardized Emergency Management Systems Training)  <u>Excludes Training Certificates (Separation + 5 years)</u>	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Town-wide Training retention; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
General Services / Emerg. Prep.	GS-004	Emergency Operations Center (EOC) Records	Upon Reimburse. <b>Minimum 2 years</b>	Yes: Until Payment	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
General Services / Emerg. Prep.	GS-005	Emergency Operations Plans (Standardized Operations Procedures)	Superseded + 7 years	Yes: Until Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
<b>GENERAL SERVICES / GRANT ADMINISTRATION</b>								

## RECORDS RETENTION SCHEDULE: GENERAL SERVICES (Emergency Prep., Grants, Franchise, IT, Legislative Relations, Solid Waste)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Lead Dept. <a href="#">(Managing the Grant)</a>	GS-007	Grants / CDBG / Reimbursable Claims / <b>(SUCCESSFUL)</b> Reports, other records required to pass the funding agency's audit, if required)	After Funding Agency Audit, if required - Minimum 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), <del>29-CFR-97.42</del> ; <del>OMB Circular A-110 &amp; A-133</del> ; GC §34090; GC §8546.7
Lead Dept.	GS-024	FEMA Claims / OES Claims <b>(SUCCESSFUL)</b> Reports, other records required to pass the funding agency's audit, if required)	Close of Grant / Closure Letter + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Grant Guidelines from FEMA or Cal OES are 3 years from when they close out the grant; 2 CFR 200.334, <del>OMB Circular A-110 &amp; A-133</del> ; GC §34090; GC §8546.7
Lead Dept. <a href="#">(Managing the Grant)</a>	GS-008	Grants <b>(UNSUCCESSFUL)</b> Applications, Correspondence)	2 years		Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	GC §34090
<b>GENERAL SERVICES / FRANCHISE AGREEMENTS</b>								
Town Clerk	GS-009	Franchise Agreements <b>(ALL) Agreement / Contract, Notices of Completion, etc. Agreement / Contract includes all contractual obligations (e.g. Specifications / Successful Proposal / Scope of Work - Insurance Certificates?)</b>	Copies - When No Longer Required	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All agreements and contracts are sent to the Town Clerk; GC §34090.7
General Services / Franchise Agree.	GS-010	Franchise Agreements: <b>ADMINISTRATIVE FILES - NOT funded by a grant</b> (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
<b>GENERAL SERVICES / INFORMATION TECHNOLOGY</b>								

## RECORDS RETENTION SCHEDULE: GENERAL SERVICES (Emergency Prep., Grants, Franchise, IT, Legislative Relations, Solid Waste)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
General Services / IT	GS-011	Backups / Computer Backups (ALL Disaster Recovery Computer Backups)	When Superseded	Yes	Mag.			Used for Disaster Recovery Purposes only; Considered a copy and can be destroyed when no longer required; tapes are in autochangers and are overwritten; GC §34090 et seq.
General Services / IT	GS-014	GIS database	When Superseded	Yes	<a href="#">Mag.</a> , <a href="#">Mfr.</a> , <a href="#">OD.</a> , <a href="#">Ppr</a>	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department Preference (transitory records not retained in the ordinary course of business); GC §34090 et seq.
General Services / IT	GS-015	GIS database - Historical Output (Zoning Map, etc.)	Provide Existing Output to Lead Department Prior to Change	Yes	<a href="#">Mag.</a> , <a href="#">Mfr.</a> , <a href="#">OD.</a> , <a href="#">Ppr</a>	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Historical records are maintained by the Lead Department; GC §34090 et seq.
General Services / IT	GS-016	<b>UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup) / WORM / DVD-r / CD-r / Blue Ray-R / other unalterable media</b> that does not permit additions, deletions, / changes	<a href="#">P Follows Retention of Official Electronic Record</a>		OD			For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, CCR 22620 et seq.
<b>GENERAL SERVICES / LEGISLATIVE RELATIONS</b>								
General Services / Legislative Relations	GS-017	Legislation, Legislative Relations	2 years		<a href="#">Mag.</a> , <a href="#">Mfr.</a> , <a href="#">OD.</a> , <a href="#">Ppr</a>	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department Preference; GC §34090
<b>GENERAL SERVICES / SOLID WASTE</b>								
General Services / Solid Waste	GS-018	Contract <b>Administration</b> (correspondence, certified payrolls, time schedules, etc.)	Completion + 10 years	Yes: Before Completion	<a href="#">Mag.</a> , <a href="#">Mfr.</a> , <a href="#">OD.</a> , <a href="#">Ppr</a>	<a href="#">S</a> / <a href="#">I</a>	<a href="#">Yes: After QC &amp; OD</a>	Consistent with Town-wide standards; Statute of Limitations is 4 years for contracts (errors and omissions does not apply); CCP §§337.337.1(a), 337.15, 343; GC §34090

**RECORDS RETENTION SCHEDULE: GENERAL SERVICES**  
(Emergency Prep., Grants, Franchise, IT, Legislative Relations, Solid Waste)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
General Services / Solid Waste	GS-019	Form 303 Hazardous Waste Annual Report / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection / Recycling)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; SB 1383 compliance is required for 5 years; 14 CCR § 18995.2; GC §34090
General Services / Solid Waste	GS-020	Hazardous Materials Special Events (collection events, etc.)	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
General Services / Solid Waste	GS-021	Recycling Program - Annual Report	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
General Services / Solid Waste	GS-022	Solid Waste Annual Report (SWAR)	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
General Services / Solid Waste	GS-023	Tonnage Reports from Other Agencies	30 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

**(Risk Management)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>HUMAN RESOURCES</b>								
Manag. Services / Human Resources	HR-030	1095-C, 1094-C (Employer-Provided Health Insurance Offer / Coverage / Transmittal Form)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" GC §34090
Manag. Services / Human Resources	HR-001	Americans with Disabilities Act (ADA) requests for accommodation - Employees	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources	HR-002	Applications for Employment / Resumes: <b>Unsolicited (no open position)</b>	When No Longer Required		<a href="#">Mag</a> , <a href="#">Mfr</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Department Preference; No positions open; therefore not deemed to be an applicant, nor part of Town recruitment practices; considered a transitory record not materially impacting the conduct of the public's business; 2 CCR (3)(c), 2 CCR 11013(c); GC §34090
Manag. Services / Human Resources	HR-003	Benefit Plans (Health, Dental, Pension, Vision, etc.)	Plan Termination + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	EEOC / ADEA (Age) requires 1 year after benefit plan termination; State Law requires 2 years after action; 29 CFR 1627.3(b)(1)(2); GC §§12946, 12960, 34090
Manag. Services / Human Resources	HR-004	Classification / Compensation / Reorganization Studies (for employee classifications / department structures)	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090
Manag. Services / Human Resources	HR-005	Deferred Compensation Plan	Plan Termination + 2 years	Yes: During Service	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained to cover auditing standards; GC §34090

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

### (Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
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Manag. Services / Human Resources	HR-006	California Civil Rights Department (CRD) / Department of Fair Employment / Housing (DFEH / EEOC) Claims / Harassment Claims that are resolved administratively	Final Disposition + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 1101(c); GC §§12946, 12960, 34090
Lead Dept.	HR-007	DMV Pull Notices	When Superseded or Upon Separation		Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Manag. Services / Human Resources	HR-008	Drug / Alcohol Testing / D.O.T. files (All)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc., 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Manag. Services / Human Resources	HR-009	EEO-4 Reports / records required to generate EEO-4 report	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	29 CFR 1602.30; 29 CFR 1602.31, 29 CFR 1602.32; GC §34090
Manag. Services / Payroll	HR-010	Employee Garnishments	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
Manag. Services / Human Resources	HR-011	Grievances / Informal Complaints (all)	Minimum 5 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 1101(c); GC §§12946, 12960, 34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**  
(Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources	HR-012	I-9s	Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; INA 274A(b)(3); INS Rule 274a.1(b)(2); 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Manag. Services / Human Resources	HR-013	Job Specifications	Minimum 4 years	Yes: Before Superseded	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090
Manag. Services / Human Resources	HR-014	LiveScan Fingerprint Clearance Log	50 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to protect Town in the event of past employee misconduct; GC § 34090 et seq.
Manag. Services / Human Resources	HR-015	Personnel Files - <b>Medical</b> File (all employees)	Whichever is Longer: Separation + 30 years, or Termination of Benefits + 5 years, or Death of Employee + 5 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

### (Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources	HR-016	Personnel Files - <b>Regular, Active, Permanent, Non-Regular, Temporary / Part-time</b> Employees  Includes Disaster Service Workers Oaths, <a href="#">Training Certificates</a>  <a href="#">Required Information for all Employee Training:(if record is created)</a> <a href="#">Employee Name</a> <a href="#">Training Provider's Name</a> <a href="#">Date</a> <a href="#">Duration (length)</a> <a href="#">Core Competencies / Skills</a> <a href="#">Certifications / Qualifications</a>	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), <a href="#">LC §1198.5</a>
Manag. Services / Human Resources	HR-017	Program Evaluations (participant's feedback for classes, etc.)	When No Longer Required		Mag, <a href="#">Mfr.</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Content Not Substantive / Preliminary Records not retained in the ordinary course of business; GC §34090
Manag. Services / Human Resources	HR-018	Recruitment File  Advertisements, Unsuccessful Applications, Brochures, Equal Employment Opportunity Data, Flyers, Interview Notes, Job Announcements, Letters, Scantrons, Tests, Questions	4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Manag. Services / Human Resources	HR-019	Recruitment Flyers / Brochures	When No Longer Required		Mag, Mfr, OD, Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Brochures and Flyers are also maintained with recruitment file (these are copies); GC §34090.7

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES (Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources	HR-020	Salary Surveys	Minimum 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Human Resources	HR-021	Verifications of Employment, Child Support	When No Longer Required		<a href="#">Mag</a> , <a href="#">Mfr</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Content Not Substantive / Preliminary Records not retained in the ordinary course of business; GC §34090
Manag. Services / Human Resources	HR-021.5	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations- <del>training</del> , etc.	5 years		Mag, <a href="#">Mfr</a> , <a href="#">OD</a> , Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	LC §6401.9(f), GC §34090
<b>HUMAN RESOURCES / RISK MANAGEMENT</b>								
Manag. Services / Human Resources / Risk Manag.	HR-022	Claims	Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; Statute of Limitations for contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 34090, 34090.6; PC §832.5(b)
Manag. Services / Human Resources / Risk Manag.	HR-023	Complaints (against Personnel - e.g. misconduct, abuse, excessive force, etc.)	Final Disposition + 5 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; State requires 2 years after action; EVC § 1045, GC §§12946, 12960, 34090; PC §§801.5, 803(c), VC §2547
Manag. Services / Human Resources / Risk Manag.	HR-024	Insurance Policies / Certificates (Town-owned): <b>ALL</b> - e.g., Liability (General / Public), Workers Compensation	Expiration + 2 years	Yes: Before Expiration	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	For protection from litigation; GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**  
**(Risk Management)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources / Risk Manag.	HR-025	Lawsuits / Litigation	Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; Statute of Limitations for contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 34090, 34090.6; PC §832.5(b)
Manag. Services / Human Resources / Risk Manag.	HR-026	JPA / JPIA Reports	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090
Manag. Services / Human Resources / Risk Manag.	HR-027	OSHA Inspections / Citations, Log 200 / Log 300	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090.7; LC §6429c
Manag. Services / Human Resources / Risk Manag.	HR-028	Potential Claims / Accident / Incident / Injury Reports (medical / non-medical that do not result in a claim.)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (the Town does not provide ambulance / paramedic transports); 3 years is recommended by State Fire Marshall; Statute of Limitations for Health Providers is 3 years; Juveniles may have longer statute of limitations to file claims; CCP §340.5, GC §34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**  
(Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Human Resources / Risk Manag.	HR-029	Workers Compensation / Disability Claims / Investigations	Whichever is Longer: Separation + 30 years, or Termination of Benefits + 5 years, or Death of Employee + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>When Inactive</del>	Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR 5144, 8 CCR 15400.2; 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 15400.2; GC §§12946, 12960, 34090

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**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>TOWN CLERK / TOWN COUNCIL</b>								
Manag. Services / Town Clerk	MS-001	Town Council Correspondence	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover the length of Council Members terms; GC §34090
<b>TOWN CLERK</b>								
Manag. Services / Town Clerk	MS-002	Advertising for Boards / Commission (vacancies)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP§337 et seq; GC §§34090, 54960.1(c)(1)
Manag. Services / Town Clerk	MS-003	Affidavits of Postings / Affidavits of Publications / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices -  <b>FOR TOWN COUNCIL</b>	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for <u>some</u> Municipal Government actions is 3 - 6 months; CCP§ <del>335</del> <u>337</u> et seq; GC §§34090, <u>65009(c)(1)</u>
Manag. Services / Town Clerk	MS-004	Agendas / Agenda Packets - Town Council, Redevelopment, Successor Agency, Oversight Board,	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	MS-005	<p>Agreements / Contracts (<b>ALL INFRASTRUCTURE, / IF IMAGED</b>)  <b>Agreement / Contract, Notices of Completion, etc.</b></p> <p><i>Agreement / Contract includes all contractual obligations (e.g. Specifications / Successful Proposal / Scope of Work)</i></p> <p><b>Examples of Infrastructure:</b>                      Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property / property restrictions, redevelopment, reservoirs, sewers, sidewalks, street / alley improvements, settlement, subdivisions, utilities, water, etc.</p>	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
Manag. Services / Town Clerk	MS-006	<p>Agreements / Contracts (<b>ALL NON-INFRASTRUCTURE</b>) <b>All Change orders, Contracts/Agreements not approved by Council</b></p> <p><b>Examples of Non-Infrastructure:</b>                      Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.</p>	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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Manag. Services / Town Clerk	MS-007	Annexations / LAFCO	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Land Records; GC §34090
Manag. Services / Town Clerk	MS-008	Council Meetings: Recordings - <b>AUDIO RECORDINGS</b> / Meetings / Audio Tapes	30 days, or after approval of the minutes, whichever is longer		Mag			Department Preference (video tapes are maintained 2 years); State law only requires for 30 days; GC §54953.5(b)
Manag. Services / Town Clerk	MS-009	Bond Transcripts / Certificates of Participation (issuing documents)	Fully Defeased + 10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for <del>bonds, mortgages, trust deeds, notes or debentures</del> is 6 years; Bonds issued by local governments are 10 years; <a href="#">IRS bond auditing regulations state, "...material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds;"</a> There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); <a href="#">26 CFR § 1.148-5(d)(6)(iii)(E)</a> ; GC §43900 et seq
Manag. Services / Town Clerk	MS-010	Boards, Commissions / Committees - APPLICATIONS: <b>APPOINTED</b>	Duration of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §34090; PC §§801.5, 803c
Manag. Services / Town Clerk	MS-011	Boards, Commissions / Committees - APPLICATIONS: <b>UNSUCCESSFUL</b>	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Finance	MS-012	Budgets (Final)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Manag. Services / Town Clerk	MS-013	Chronological History of Mayor / Council	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Historical Value; GC §34090
Manag. Services / Town Clerk	MS-014	Town History, Historical Records (e.g. Incorporation, Town Seal, etc.)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Town Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
Manag. Services / Town Clerk	MS-015	Town Land / Property Approved by Council (Recorded Documents)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Human Resources / Risk Manage.	MS-016	Claims (Liability Claims)	2 years	Yes: Until Settlement	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (copies); GC §34090.7
Manag. Services / Town Clerk	MS-017	Committee Rosters	Superseded (minimum 2 years)		Mag, <u>Mfr.</u> <u>OD.</u> Ppr	<u>S / I</u>	<u>Yes:</u> <u>After QC</u> <u>&amp; OD</u>	GC §34090

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	MS-018	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): <b>DESIGNATED EMPLOYEES / CONSULTANTS</b> (specified in the Town's Conflict of Interest Code)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	Town maintains original statements; GC §81009(e)(g)
Manag. Services / Town Clerk	MS-019	Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): <b>PUBLIC OFFICIALS</b> (elected / not elected. Includes Town Council Members, Planning Commission Members, Town Manager, Town Treasurer / Town Attorney)	Term + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	Department Preference; <a href="#">as of January 1, 2025, the FPPC is the Filing Officer for 87200 filers</a> ; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
Manag. Services / Town Clerk	MS-020	FPPC Form 801 (Gift to Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	Must post on website; FPPC Opinion; GC §81009€
Manag. Services / Town Clerk	MS-021	FPPC Form 802 (Tickets Provided by Agency Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	Should post on website for 4 years; GC §81009(e)
Manag. Services / Town Clerk	MS-022	FPPC Form 803 (Behested Payment Report)	7 years		Mag, Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	GC §34090; GC §81009(e)
Manag. Services / Town Clerk	MS-023	FPPC Form 804 (Agency Report of New Positions)	P		Mag, OD, Ppr	S / I	Yes: After <u>QC</u> - <del>2 years</del>	FPPC Regulation 18734(c); GC §81009e

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

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<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	MS-024	FPPC Form 805 (Agency Report of Consultants)	P		Mag, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	FPPC Regulation 18734(c); GC §81009e
Manag. Services / Town Clerk	MS-025	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		Mag, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	Must post on website; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)

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**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK  
(Town Council, Elections)**

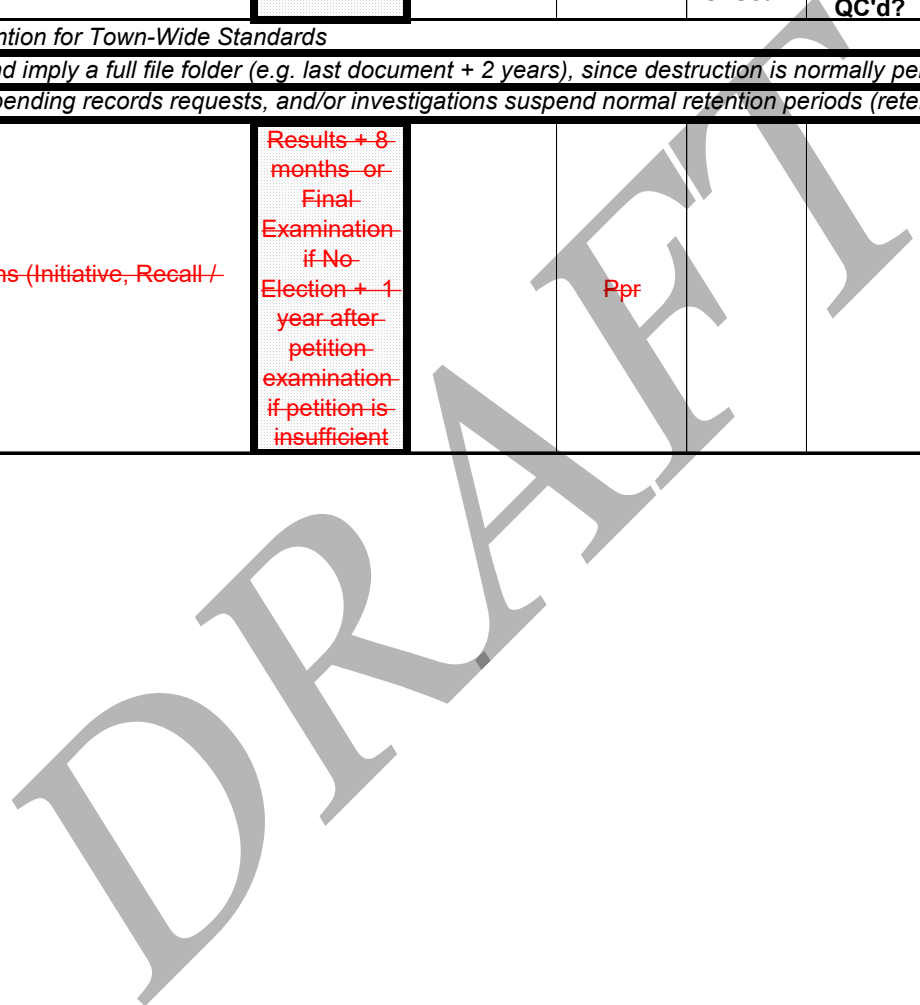
Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>TOWN CLERK / ELECTIONS – CONSOLIDATED</b>								
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-026	Campaign Filings (FPPC 400 Series Forms / Form 501): <b>SUCCESSFUL CANDIDATES</b> (Elected Officials)	P		Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	Department Preference; <a href="#">as of January 1, 2025, the FPPC is the Filing Officer for 87200 filers</a> ; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-027	Campaign Filings (FPPC 400 Series Forms / Form 501): <b>UNSUCCESSFUL CANDIDATES</b>	5 years		Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	Candidates without committees are not required to file their statements, reports or copies online or electronically; <b>Paper must be retained for at least 2 years; GC §81009(b)&amp;(g)</b>
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-028	Campaign Filings (FPPC 400 Series Forms): <b>OTHER COMMITTEES</b> (PACS - not candidate-controlled)	7 years		Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	<b>Paper must be retained for at least 2 years;</b> GC §81009©&(g)
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-029	Campaign Filings (FPPC 400 Series Forms): <b>THOSE NOT REQUIRED TO FILE ORIGINAL WITH TOWN CLERK</b> (copies)	4 years		Mfr, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	<b>Paper must be retained for at least 2 years;</b> GC §81009(f)&(g)
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-030	Elections - <b>GENERAL, WORKING / ADMINISTRATION</b> Files (Correspondence, Applications for vacancies on the Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, etc.)	2 years		Mag, OD, Ppr	S / I	Yes: After <u>QC</u> - <b>2-years</b>	Used for a model for the next election, GC §34090

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

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Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-031	Elections - <b>HISTORICAL</b> File (Sample ballot, Oaths of Office, Certificate of Elections, Copies of all Resolutions - calling the election, canvass, etc., election summary)	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Retained for Historical Value, GC §34090
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-032	Candidate File: Nomination Papers, Candidate Statements, etc. - <b>SUCCESSFUL CANDIDATES</b>	Term of Office + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	CA law states term of office and 4 years after the expiration of term for Nomination Papers; EC §17100
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-033	Candidate File: Nomination Papers, Candidate Statements, etc. - <b>UNSUCCESSFUL CANDIDATES</b>	Election + 4 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; CA law states term of office and 4 years after the expiration of term for Nomination Papers; EC §17100
<a href="#">Manag. Services / Town Clerk / Elections</a>	<a href="#">MS-034.1</a>	Elections - Petitions (Initiative, Recall / Referendum) - <b>IF INSUFFICIENT - IF Examined by Proponents</b>	<a href="#">Final Examination + 1 year after petition examination</a>		<a href="#">Ppr</a>			<a href="#">Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400</a>
<a href="#">Manag. Services / Town Clerk / Elections</a>	<a href="#">MS-034.2</a>	Elections - Petitions (Initiative, Recall / Referendum) - <b>IF INSUFFICIENT - NOT Examined by Proponents</b>	<a href="#">Determination of Insufficiency + 8 months</a>		<a href="#">Ppr</a>			<a href="#">Not accessible to the public; The 8 month retention applies after the City Clerk makes the determination of insufficiency / examines the petitions. unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400</a>
<a href="#">Manag. Services / Town Clerk / Elections</a>	<a href="#">MS-034.3</a>	Elections - Petitions (Initiative, Recall / Referendum) - <b>IF SUFFICIENT</b>	<a href="#">Results + 8 months</a>		<a href="#">Ppr</a>			<a href="#">Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400</a>

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

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Manag- Services / Town Clerk	MS-034	Elections--Petitions (Initiative, Recall / Referendum)	<del>Results + 8 months or Final Examination if No Election + 1 year after petition examination if petition is insufficient</del>		Ppr			<del>Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400</del>



**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK  
(Town Council, Elections)**

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<b>TOWN CLERK / ELECTIONS – STAND-ALONE (use in conjunction with Consolidated elections – records series are not repeated)</b>								
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-035	Elections - Vote by Mail / Applications, Roster of Applications	6 mo.		Ppr			EC §17505
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-036	Elections - Vote by Mail / Identification Envelopes	6 mo.		Ppr			EC §17302
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-037	Elections - Assessment District Ballots - Prop. 218 proceedings / Protest Letters	2 years		Ppr			GC §53753(e)(2), <a href="#">53755(d)</a>
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-038	Elections - Ballots - After Election	6 mo.		Ppr			EC §17302
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-039	Elections - Ballots - After Recount	6 mo.		Ppr			EC §17306
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-040	Elections - Challenged / Assisted Voters List	6 mo.		Ppr			If uncontested, EC §17304

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK  
(Town Council, Elections)**

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Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-041	Elections - Inspector Receipts for Ballots	6 mo.		Ppr			EC 17302, 17306
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-042	Elections - Precinct Officer Appointments	6 mo.		Ppr			EC §17503
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-043	Elections - Roster of Voters	5 years		Mag, Mfr, OD, Ppr			EC §17300
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-044	Elections - Tally Sheets	6 mo.		Ppr			EC §17304
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-045	Elections - Voter Index Copies used as the Voting Record at Polling Places	6 mo.		Ppr			EC §17304
Manag. Services / Town Clerk / <a href="#">Elections</a>	MS-046	Elections - Voter Index Original	5 years		Ppr			EC §17001
<b>(End of Elections Section)</b>								

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
(Town Council, Elections)

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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	CLK-064	Enterprise System Catalogue (posted on line)	2 years		Mag, <u>Mfr</u> , <u>OD</u> , <u>Ppr</u>	<u>S / I</u>	<u>Yes:</u> <u>After QC &amp; OD</u>	GC §34090
Manag. Services / Town Clerk	MS-047	Ethics Training Certificates, <u>Fiscal and Financial</u> , / Harassment Prevention Training Certificates	<u>Separation +</u> 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §53235.2(b), 53237.2(b), <u>53238.3(b)</u> , <u>LC §1198.5</u>
Manag. Services / Town Clerk	MS-048	COIs / Certificate of Insurance / Insurance Certificates - that can't be matched to an agreement / contract but vendor may be doing business with the Town	11 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	Mfr	Yes: After QC & OD	Longest Statute of Limitations is 10 years; Conforms with Agreement Retention (usually filed with agreement); CCP §337 et seq.; GC §34090
Manag. Services / Town Clerk	MS-049	Minutes: Town Council, Parks / Recreation District, Redevelopment Agency, Successor Agency, Oversight Board, Community Center Authority	P	Yes (all)	Mag, Mfr, OD, Ppr	<u>S / I</u>	<u>Yes:</u> <u>After QC &amp; OD</u> <u>No</u>	GC §34090
Manag. Services / Town Clerk	MS-050	Minutes: Boards, Commissions, / Committees: Citizens Advisory Formed by TOWN COUNCIL  Planning Commission, Parks, Recreation / Cultural Commission, Permit Hearings, etc.	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Manag. Services / Town Clerk	MS-051	Municipal Code Administration, Distribution, etc.	When No Longer Required		Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes:</u> <u>After QC &amp; OD</u>	Preliminary Drafts not retained in the ordinary course of business; GC §34090
Manag. Services / Town Clerk	MS-052	Municipal Code / History File (always retain 1 supplement)	When No Longer Required		Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes:</u> <u>After QC &amp; OD</u>	Preliminary drafts / copies (the ordinances are the original record); GC §34090

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
**(Town Council, Elections)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	MS-053	Official Records / Recorded Documents: Abandonments, Certificates of Compliance, Deeds, Easements, Entitlements, Lot Line Adjustments, Lot Mergers, Vacations, etc.	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>No</del>	GC §34090
Manag. Services / Town Clerk	MS-054	Ordinances - Council / Redevelopment, Successor Agency	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>No</del>	GC §34090 et. seq.
Manag. Services / Town Clerk	MS-055	Passport Transmittal Forms (Copies); Miscellaneous Passport Information	24 months		Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	US Passport requirement to destroy forms monthly; GC §34090
Manag. Services / Town Clerk	MS-056	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.)  See Elections for Initiative, Recall / Referendum Petitions	1 year		Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>2- years</del>	Law requires 1 year for petitions; GC §50115
Manag. Services / Town Clerk	MS-057	Proclamations	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>2- years</del>	GC §34090
Manag. Services / Town Clerk	MS-058	Proof of Publication (Town Clerk)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u> <del>2- years</del>	Statute of Limitations for <u>some</u> Municipal Government actions is 3 - 6 months; CCP§ <u>335</u> <del>337</del> et seq; GC §§34090, <u>65009(c)(1)</u>

**RECORDS RETENTION SCHEDULE: MANAGEMENT SERVICES / TOWN CLERK**  
(Town Council, Elections)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Manag. Services / Town Clerk	MS-059	Records Destruction Lists / Certificates of Records Destruction	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Manag. Services / Town Clerk	MS-060	Records Management Audits	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et. seq.
Manag. Services / Town Clerk	MS-061	Records Retention Schedules / Authorization for Amendments to Retention Schedules	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090 et. seq.
Manag. Services / Town Clerk	MS-066	Redistricting Web Page / District Boundary Web Page (Map, Redistricting Process, Agendas, Calendars, Notice, etc.)	10 years		Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	EC <u>§21160(i)</u> <del>21608(g)</del> ; GC §34090
Manag. Services / Town Clerk	MS-062	Resolutions - Town Council, Parks / Recreation District, Planning Commission, / Redevelopment, Successor Agency, Oversight Board,	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	<u>Yes: After QC &amp; OD</u> <del>No</del>	GC §34090 et. seq.
<u>Manag. Services / Town Clerk</u>	<u>MS-062.5</u>	<u>Secretary of State Statement of Facts / Registry of Public Agencies</u>	<u>2 years</u>	<u>Yes (all)</u>	<u>Mag, Mfr, OD, Ppr</u>	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	<u>GC §34090</u>
Manag. Services / Town Clerk	MS-063	Council Meetings: Recordings - <b>VIDEO RECORDINGS</b> of Meetings / Video Tapes	2 years		(Mag)			Department Preference (only 90 days is required); GC §34090.7

## RECORDS RETENTION SCHEDULE - PLANNING

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>PLANNING</b>								
Planning	PL-001	Administrative Hearing Records (other than minutes)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Planning	PL-002	Administrative Hearing <b>Agenda Packets</b>	2 years	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Planning	PL-003	Administrative Hearing <b>Minutes</b>	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (maintained in associated project file); GC §34090
Engineer.	PL-004	Aerial Maps (both analog / digital)	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090.7
Manag. Services / Town Clerk	PL-005	Annexation / Deannexation Files	Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Town Clerk is OFR; GC §34090.7
	PL-006	Census, Demographics	When No Longer Required		Mag, Mfr, OD, Ppr	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	Census Bureau is OFR; GC §34090 et seq.
Planning	PL-007	Covenants / Deed Restrictions	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Town Clerk is OFR; GC §34090.7
Manag. Services / Town Clerk	PL-008	Easements, Lot Line Adjustments, Lot Mergers, / Certificate of Compliance (COC)	Copies - When No Longer Required	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090.7

**RECORDS RETENTION SCHEDULE - PLANNING**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Planning	PL-009	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Categorical Exceptions, etc.) / CEQA / NEPA  <b>Correspondence / staff notes</b> that provide insight into the project / the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Town Attorney recommendation; Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §34090
Planning	PL-009	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) <b>Outside Town boundaries</b>	When No Longer Required		<u>Mag</u> , <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Non-records
Planning	PL-010	Flood Plain Maps (FEMA)	When Superseded	Yes	Mag, <u>Mfr</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Department Preference (FEMA is OFR); GC §34090
Planning	PL-011	General Plan Elements / Amendments	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Town Clerk Maintains originals of all documents that were presented to Council; GC §34090
Planning	PL-012	Planning Commission: Recordings - <b>AUDIO RECORDINGS</b> of Meetings / Audio Tapes	1 year		Mag			Department Preference (only 30 days is required); GC §54953.5(b)
Planning	PL-013	Planning Commission Agenda Packet	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Manag. Services / Town Clerk	PL-014	Planning Commission Minutes, Resolutions	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (Copies); Town Clerk Maintains originals of all documents that were presented to Council; GC §34090

**RECORDS RETENTION SCHEDULE - PLANNING**

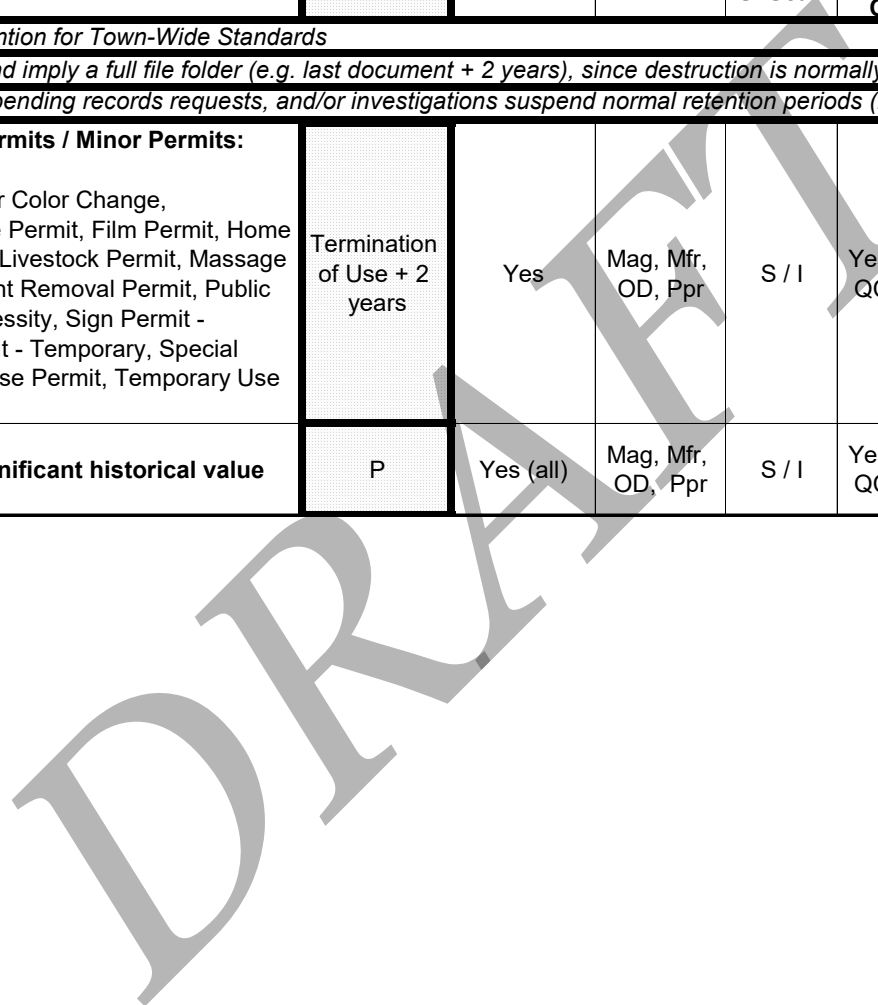
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Planning	PL-015	<b>Planning Files - Approved Permanent Entitlement Applications</b> Address Request, Certificate of Compliance, Conditional Use Permit (CUP), Development Agreements, Development Code Amendments, General Plan Amendment, Land Use Compliance Review, Landscape / Irrigation Review, Lot Line Adjustment, Lot Merger, Parcel Map, Planned Development, Reasonable Accommodation, Sign Permit - Permanent, Site Plans Review, Specific Plan, Tract Map, Variance	P	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Projects have a 3 year vesting (applicant must pull permit within 3 2 years) -- those applications in which the applicant does not follow through with permit may be destroyed after the vesting period has expired. Some permits must obtain Council approval, and therefore the Town Clerk becomes office of record for material presented to Council; Department maintains complete files for administrative purposes; GC§§34090, 34090.7
Planning	PL-015.2	<b>Planning Files - Withdrawn / Expired Projects</b>	Minimum 3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Projects have a 3 year vesting (applicant must pull permit within 3 years) -- those applications in which the applicant does not follow through with permit may be destroyed after the vesting period has expired. GC§§34090, 34090.7
Planning	PL-015.7	Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing / Community Development	5 years		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Various benchmarks are placed using the number of residential dwelling units on the project site within the last five years; GC §34090,
	PL-016	Regional Organizational Studies / Programs where other Agencies are the Lead (e.g. Rail Studies, etc.)	When No Longer Required		Mag, <u>Mfr.</u> , <u>OD</u> , Ppr	<u>S / I</u>	<u>Yes: After QC &amp; OD</u>	Non-records; GC §34090 et seq.

RECORDS RETENTION SCHEDULE - PLANNING

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Planning	PL-017	<a href="#">Housing Plans: Consolidated Annual Performance / Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.</a>	<u>Superseded + 5 years</u>		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Required for 5 years; 24 CFR 91.105(h); 24 CFR 92.508(a); GC §3409
Planning	PL-022	Housing Programs: Grants (HOME, Rental Assistance, etc.) <b>NO RECAPTURE / RESALE RESTRICTIONS</b>	After Funding Agency Audit, if required - <b>Minimum 5 years</b>		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; HUD requires 3 years; 2 CFR 200.334; 24 CFR 570.502(a)(7), 982.158, 884.214; <del>29 CFR 97.42</del> , GC §34090
Planning	PL-023	Housing Programs: Loans (First Time Home Buyers, Low / Moderate Housing Trust Deeds, Loans, etc.) <b>NO RECAPTURE / RESALE RESTRICTIONS</b>	Loan Pay-off or Forgiveness + 5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 2 CFR 200.334; 24 CFR 570.502, 982.158, 884.214; <del>29 CFR 97.42</del>
Planning	PL-018	State Geology Maps (seismic)	When Superseded	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (FEMA is OFR); GC §34090

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<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Planning	PL-019	<b>Temporary Use Permits / Minor Permits:</b> Commercial Exterior Color Change, Commercial Vehicle Permit, Film Permit, Home Occupation Permit, Livestock Permit, Massage License, Native Plant Removal Permit, Public Convenience / Necessity, Sign Permit - Political, Sign Permit - Temporary, Special Licenses, Special Use Permit, Temporary Use Permit	Termination of Use + 2 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Temporary uses; Some permits must obtain Council approval, and therefore the Town Clerk becomes office of record for material presented to Council; Department maintains complete files for administrative purposes; GC §§34090, 34090.7 Statute of Limitations any "...liability founded upon an instrument in writing" or not specifically provided for is 4 years; GC §34090, CCP §§337, 343
Planning	PL-020	Zoning Maps of significant historical value	P	Yes (all)	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Town Clerk Maintains originals of all documents that were presented to Council; GC §34090.7



## RECORDS RETENTION SCHEDULE - PUBLIC WORKS (Parks Maintenance)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
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<b>PUBLIC WORKS / PARKS MAINTENANCE</b>								
Public Works / Parks Maint.	PW-001	Backflow Tests	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	17 CCR 7605(f); GC §34090
Public Works / Parks Maint.	PW-002	Driver's Vehicle Inspection Reports / Pre-trip Inspections	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(c); GC §34090
Public Works / Parks Maint.	PW-003	Playground Equipment Inspection Records	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover all statute of limitations; GC §34090, CCP §337 et seq.
<b>PUBLIC WORKS</b>								
Public Works	PW-027	AQMD Permits (Fuel Station, Compressors, Generators)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 70.6; GC §34090
Public Works	PW-004	Contract <b>Administration</b> - Street Maintenance, Sewer Maintenance, Tree Trimming, etc. (correspondence, certified payrolls, project schedules, time schedules, etc.)	Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Exception to Town-wide standard; Statute of Limitations is 4 years for contracts (errors and omissions does not apply); Statewide guidelines propose completion + 5 years for non-capital improvement contracts & completion + 4 years for transportation and concessionaire agreements; CCP §§337.337.1(a), 337.15, 343; GC §34090
Public Works	PW-005	Estimates / Bids (Vehicles / Purchases)	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works	PW-028	Generator Operation Logs (for <b>Fixed / Stationary Generators</b> ) / Inspections	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	AQMD Rule 1470; GC §34090
Public Works	PW-029	Generator Operation Logs (for <b>Portable /Emergency Generators</b> )	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	AQMD Rule 1470; Form 400-E-13a instructions, GC §34090

## RECORDS RETENTION SCHEDULE - PUBLIC WORKS (Parks Maintenance)

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Public Works	PW-006	Hazardous Waste Hauler Manifests (Oil, etc.) - County	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (City has "cradle to grave" responsibility) - Claims can be made for 29 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., CCP §§337 et seq., GC §34090
Lead Dept. (Engineer. or Public Works)	PW-007	Investigations (minor projects - reports, ordering of signs, etc.)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference to cover audits from all grant funding agencies; Statute of Limitations for Errors & Omissions is 10 years; CCP §§337. 337.1(a), 337.15, GC §34090
Public Works	PW-008	Maintenance History - Vehicles / Equipment	Life of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et seq., 13 CCR 1234(f); GC §34090
Engineer.	PW-009	Maps, Plans, Drawings / Diagrams	When No Longer Required	Yes: Until Completed	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Copies; GC §34090.7
Public Works	PW-010	Monthly Reports	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to cover all statute of limitations; GC §34090, CCP §337 et seq.
Public Works	PW-011	Pesticide / Herbicide Records (in-house)	2		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference (agricultural pesticide records are required for 2 years); GC §34090; 3 CCR 6623, <a href="#">40 CFR 110.3(d)</a>
Public Works	PW-012	Pool Chemical Records	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	<del>Department Preference – Claims can be made for 29 years for toxic substance exposure; 8- CCR §3204(d)(1) et seq., CCP §§337 et seq., 22 CCR 65523;</del> GC §34090
Public Works	PW-013	Pre-Trip Inspections / DOT Program / CHP Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	13 CCR 1234(e); <a href="#">VC 34505.5(c)</a> ; <a href="#">49 CFR 396.11</a> ; GC §34090

## RECORDS RETENTION SCHEDULE - PUBLIC WORKS (Parks Maintenance)

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Public Works	PW-014	Sign Repair Log	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §34090 et seq.
Public Works	PW-015	Smog Certificates / Inspections	Life of Vehicle + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Public Works	PW-026	Street Maintenance Files	10 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Lead Dept. / Division	PW-016	Training / Tailgate meetings (Attendance Rosters, Outlines / Materials; includes safety training)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Public Works	PW-017	Underground Service Alerts (USAs) / Dig Alerts	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; <a href="#">EPA FAQs recommend Life of the Tank</a> ; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); GC §34090
Public Works	PW-018	Used Oil Disposal	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Public Works	PW-019	Vehicle / Equipment History Files Maintenance, Smog Certificates, Registrations	Disposal of Vehicle or Equipment + 2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et seq., 13 CCR 1234(f); GC §34090
Public Works	PW-020	Vehicle Binders (Large regulated vehicles) - Daily inspections, copies of repairs, etc.	2 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Original repair records are in the vehicle folder; GC §34090 et seq.

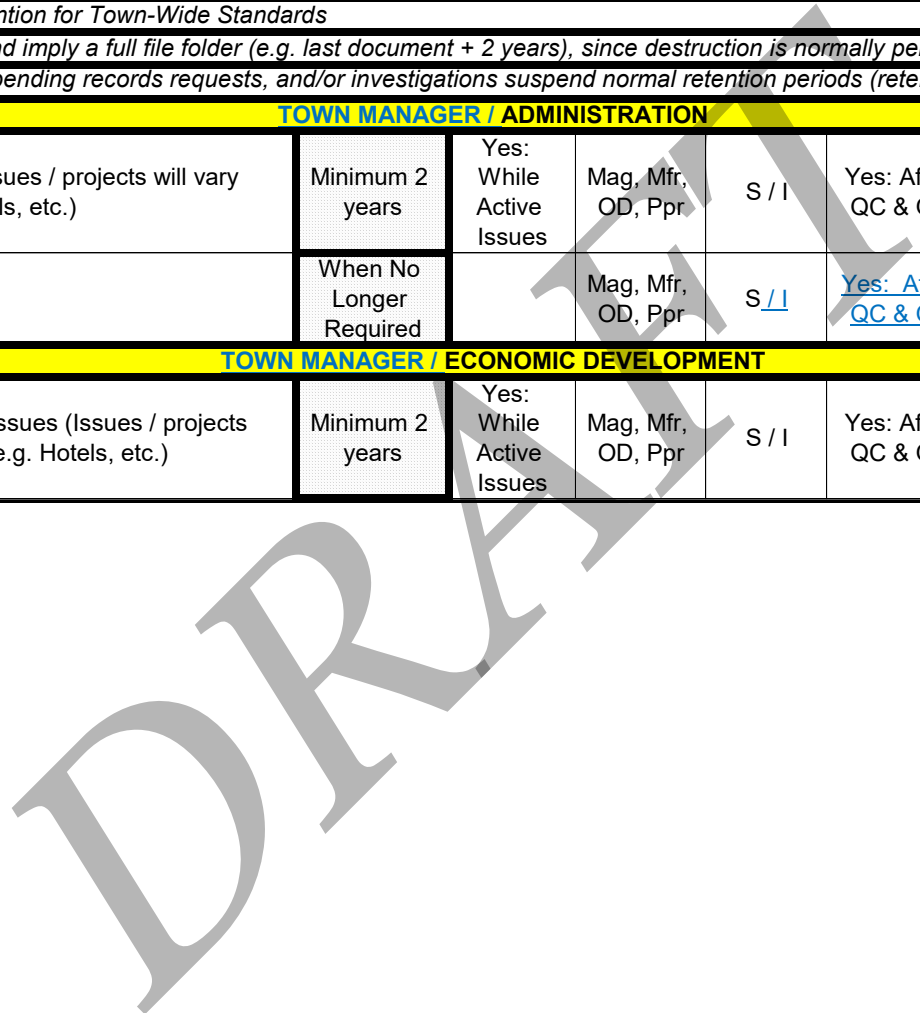
## RECORDS RETENTION SCHEDULE - PUBLIC WORKS

### (Parks Maintenance)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
Public Works	PW-021	Video Recordings / Video Tapes - Surveillance / Security / Facility Monitoring	When No Longer Required		<del>Tape</del> (Mag)			Does not pertain to City department operations; GC §§34090.6, 34090.7
Public Works	PW-022	Work Release Workers (volunteer information)	Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts treat volunteers as employees; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113
Public Works	PW-023	Work Release Workers (schedules, activities, etc.)	3 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Courts treat volunteers as employees; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29 USC 1113
Dept. Providing Service / Work	PW-024	Work Orders / Work Requests - Partial, / no information entered into the Work Order Database (Department <b>providing</b> service retains originals; department providing service is considered a copy)	3 years	Yes	Mag, Mfr, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Work Orders are returned to requesting departments; CCP §§338 et seq., 340 et seq., 342, GC §34090
Public Works	PW-025	Work Request <b>Database</b> / Work History	Indefinite - Minimum 5 years	Yes	Mag, <u>Mfr, OD, Ppr</u>	<u>S / I</u>	Yes: <u>After QC &amp; OD</u>	GC §34090 et seq.

**RECORDS RETENTION SCHEDULE: TOWN MANAGER**  
(Administration, Economic Development)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>								
<b>TOWN MANAGER / ADMINISTRATION</b>								
Town Manager	TM-001	Projects / Issues (Issues / projects will vary over time - e.g. Hotels, etc.)	Minimum 2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090
Town Manager	TM-002	Speeches	When No Longer Required		Mag, Mfr, OD, Ppr	S / I	<u>Yes: After QC &amp; OD</u>	Notes, drafts, or transitory records; GC §34090 et seq.
<b>TOWN MANAGER / ECONOMIC DEVELOPMENT</b>								
Town Manager	TM-003	Potential Projects / Issues (Issues / projects will vary over time - e.g. Hotels, etc.)	Minimum 2 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	GC §34090



**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Curtis Yakimow, Town Manager

**Date:** March 10, 2026

**Meeting Date:** March 17, 2026

**Subject:** Consideration of Joint Powers Agreement Participation in the San Bernardino Regional Housing Trust

**Recommendation:**

Adopt a Resolution approving membership in the Joint Powers Authority for the San Bernardino Regional Housing Trust and authorizing the Mayor and/or Town Manager to execute the Joint Exercise of Powers Agreement, subject to non-substantive clerical changes, and appoint the Mayor or a member of the Town Council to represent the Town as a board member of the newly formed Trust Board of Directors.

**Prior Review:**

California faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, limited financing options, environmental restrictions, and other market constraints. These issues and challenges have manifested at the local level with compounding and interrelated impacts on housing supply, homelessness, and regional economic stability. Addressing these issues requires coordinated actions at the local, regional, and statewide levels.

One such regional action is the establishment of the San Bernardino Regional Housing Trust (SBRHT), which would raise and leverage funds to support affordable housing production, preservation, rehabilitation, and other housing-related activities across the San Bernardino region.

In response to increasing concern regarding housing challenges in the region, the City/County Managers Technical Advisory Committee (CCMTAC) of the San Bernardino Council of Governments (SBCOG) formed an ad hoc subcommittee in 2021 to explore the feasibility of implementing a housing trust fund. At the direction of the Subcommittee, SBCOG released the San Bernardino Regional Housing Trust White Paper (White Paper) in January 2022, which outlines potential benefits, governance structures, and relevant case studies related to the formation of a housing trust fund.

The White Paper concludes that a regionally structured housing trust fund would benefit the region through shared governance, administrative efficiency, enhanced visibility to potential investors, developers, and the state, and economies of scale that localized efforts may not achieve on their own, particularly within smaller governmental entities such as the Town.

Following the release of the White Paper, SBCOG developed the SBRHT Strategic Plan, which assesses housing needs throughout the San Bernardino region and identifies potential funding sources, financing mechanisms, and programmatic activities that could be supported by the SBRHT. Throughout 2022 and 2023, SBCOG conducted extensive outreach, engaging local decision-making bodies, city and county managers, planning staff, elected officials, developers, legal counsel, and housing administrators.

Based on this research and outreach, it was recommended that a housing trust fund serving the San Bernardino region be structured as a Joint Powers Authority (JPA) comprised of local jurisdictions within the region. On April 5, 2023, the SBCOG Board of Directors authorized staff to begin the process of establishing the SBRHT, including the formation of a new JPA.

In December 2022, the Town Council authorized the submittal of a formal letter of interest in the establishment and participation in a regional housing trust structure (attached).

**Discussion:**

San Bernardino Regional Housing Trust Benefits

The SBRHT aims to provide a coordinated, regional approach to addressing housing needs throughout the San Bernardino region by raising and leveraging funds to support housing development, with a particular focus on affordable housing. Participation in the JPA would:

- Expand funding opportunities by leveraging state, federal, and private resources;
- Support affordable housing projects within Yucca Valley and throughout the region;
- Provide regional coordination and administration to address housing needs comprehensively;
- Increase development interest and investment in the region; and
- Ensure local representation in decision-making through the JPA governance structure.

The Housing Trust Ad Hoc Committee is currently developing recommendations regarding policies and priorities. By joining the JPA, Yucca Valley would have a direct role in shaping these policies and priorities.

Joint Powers Authority Development

A draft Joint Powers Authority (JPA) Agreement was circulated to all SBCOG member agencies on December 15, 2025, for review and comment. SBCOG received feedback from several jurisdictions and subsequently met with the CCMTAC Housing Trust Ad Hoc Committee on February 5, 2026, and February 23, 2026, to discuss proposed revisions. The attached JPA Agreement reflects revisions based on comments received and discussions held.

The SBRHT Joint Exercise of Powers Agreement incorporates the provisions of SB 20 (2023), as well as the broader Joint Exercise of Powers Act. Utilizing the provisions of SB 20 allows the SBRHT to be an early adopter of this legislation, which may increase visibility and interest from the State Legislature and enhance opportunities for state funding. Incorporation of the broader Joint Exercise of Powers Act provides flexibility for the SBRHT to exercise powers that are common to its member agencies.

The governing structure of the SBRHT is centered on a Board of Directors, which exercises all powers and authority on behalf of the organization. The Board of Directors will consist of one locally elected representative from each participating member agency, as well as at least two housing policy experts. Housing policy experts will be selected by a vote of the elected members of the Board. The Board will also elect officers, including a Chair and Vice Chair, and may establish advisory committees as needed. The Council is asked to identify the Mayor or desired Council representative to represent Yucca Valley on the SBRHT Board of Directors.

The SBRHT may contract for administrative staff or services as necessary. The Board is responsible for adopting bylaws, overseeing budgets, and ensuring compliance with California’s Joint Exercise of Powers Act and other applicable state laws. All meetings will be conducted in accordance with the Brown Act, ensuring transparency and public accountability. Overall, the governance model balances local representation with subject-matter expertise while maintaining operational independence from its Member Agencies.

Next Steps

Upon commencement of the JPA, the newly formed Board is expected to meet for the inaugural session in late spring of 2026. Completion of the Board with the required housing experts and formation of bylaws and board policies will allow the Trust to move forward with housing programs shortly thereafter.

**Alternatives**

Do not adopt the Resolution approving membership in the Joint Powers Authority (JPA) for the SBRHT and do not authorize execution of the Joint Exercise of Powers Agreement.

**Fiscal Impact:**

Fiscal/Legal Considerations

The SBRHT will be established as a separate legal entity under the Joint Exercise of Powers Act. Its debts, liabilities, and obligations will not be those of the Town except as expressly provided in the JPA, and participation in the JPA does not alter the Town’s independent land use authority. Ongoing participation will require payment of an Administrative Fee established annually by the SBRHT Board; future amounts will be incorporated into the Town’s budget process. Currently, the annual cost to support the Trust is estimated to range between \$30,000 - \$50,000 annually, depending on the final number of participating cities.

**Attachments**

- 1. 03 17 2026\_SBRHT JPA Resolution
- 2. 03 17 2026\_DRAFT JPA Agreement

3. YV-Interest Letter SBCOG-RHT
4. SB\_Housing\_Trust\_FAQ\_\_4.1.2022
5. SB\_Housing\_Trust\_White\_Paper\_April\_2022

**RESOLUTION NO. XX-26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE SAN BERNARDINO REGIONAL HOUSING TRUST**

**WHEREAS**, the State of California, pursuant to Government Code Section 6500 et seq. (the “Joint Exercise of Powers Act”), authorizes two or more public agencies to jointly exercise powers common to them through the creation of a joint powers authority; and

**WHEREAS**, Government Code Section 6539.1 authorizes the creation of regional housing trusts pursuant to the Joint Exercise of Powers Act for the purpose of funding and supporting the development, preservation, and management of affordable housing; and

**WHEREAS**, the County of San Bernardino and participating cities within San Bernardino County desire to form the San Bernardino Regional Housing Trust (“SBRHT”) through a Joint Exercise of Powers Agreement in order to coordinate regional housing resources, financing opportunities, and housing initiatives; and

**WHEREAS**, the purpose of the SBRHT is to facilitate the acquisition, construction, rehabilitation, financing, and preservation of affordable housing serving extremely low-, very low-, low-, and moderate-income households, including those experiencing homelessness; and

**WHEREAS**, the Town Council recognizes that regional collaboration may increase access to state, federal, and private funding opportunities and allow for more effective coordination of housing programs throughout San Bernardino County; and

**WHEREAS**, the Joint Exercise of Powers Agreement establishing the San Bernardino Regional Housing Trust provides that land use authority, zoning authority, and development permitting authority remain exclusively with each participating member agency; and

**WHEREAS**, participation in the San Bernardino Regional Housing Trust will allow the Town to collaborate with other jurisdictions while maintaining full control over local land use decisions; and

**WHEREAS**, the Joint Exercise of Powers Agreement establishing the San Bernardino Regional Housing Trust is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

**WHEREAS**, the Town Council finds that participation in the San Bernardino Regional Housing Trust is in the best interests of the Town and its residents.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Approval of Agreement. The Town Council hereby approves the Joint Exercise of Powers Agreement establishing the San Bernardino Regional Housing Trust, attached hereto as Exhibit "A".

SECTION 3. Authorization to Execute. The Town Manager is hereby authorized and directed to execute the Joint Exercise of Powers Agreement on behalf of the Town and to take such additional actions as necessary to implement the Town's participation in the San Bernardino Regional Housing Trust.

SECTION 4. Appointment of Director. The Town Council hereby authorizes the appointment of the Town's representative to the Board of Directors of the San Bernardino Regional Housing Trust in accordance with the terms of the Joint Exercise of Powers Agreement.

SECTION 5. Administrative Fees. The Town Council acknowledges that participation in the San Bernardino Regional Housing Trust may require payment of annual administrative contributions as determined by the SBRHT Board of Directors pursuant to the Agreement.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 17 day of March, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY TOWN CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

## Joint Exercise of Powers Agreement

### SAN BERNARDINO REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is made this 17<sup>th</sup> day of March, 2026 (“Effective Date”) pursuant to Government Code § 6500 et seq., including but not limited to Government Code 6539.1, and other pertinent provisions of law, by and between San Bernardino County (the “County”) and those cities within San Bernardino County who become signatories to this Agreement (“Cities”), and relates to the joint exercise of powers among the signatories hereto, each of which is hereafter referred to as “Member Agency” and collectively referred to as “Member Agencies” or “Members”.

#### RECITALS

- A. The Member Agencies have determined that a shortage of affordable housing exists as a result of various causes and wish to provide additional housing opportunities in a coordinated and comprehensive manner. The Member Agencies acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Member Agency.
- B. Each Member Agency has the individual power to plan, acquire, manage, regulate, operate, finance and control the development, construction and operations of affordable housing programs, including housing serving the workforce, moderate- and lower-income households, and those experiencing homelessness, generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities. Nothing contained in this Agreement shall preclude any Member Agency from establishing, maintaining or providing programs or services to its respective residents as it deems proper or necessary.
- C. The Member Agencies find it in their mutual economic interest to address housing needs of their residents on a regional level within the boundaries of San Bernardino County.
- D. The Member Agencies desire to act in the public interest to lessen the burden on government by reducing the need for each Member Agency to act individually, and to provide charitable support for housing within their geographic boundaries.
- E. California Government Code § 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes set forth herein, permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint power authorities.
- F. California Government Code § 6539.1 authorizes the creation of a regional housing trust pursuant to the Joint Exercise of Powers Act, subject to certain requirements regarding governing composition and annual financial and auditing requirements.
- G. Local land-use decisions remain solely with each Member Agency. Nothing in this Agreement deprives any party of its sovereign powers with respect to land use nor transfers such powers to this joint powers authority.

**NOW, THEREFORE BE IT RESOLVED** that the Member Agencies do hereby establish the entity to be known as the San Bernardino Regional Housing Trust, or SBRHT, to generate and/or maintain housing, disburse funding, and take other actions that will result in permanent additions to the housing stock within SBRHT's jurisdictional boundaries, and do hereby agree as follows:

**1. Purpose.**

- 1.1 The purpose of this Agreement is to establish a legal public entity separate from the Member Agencies that shall be responsible for the joint acquisition, management, operation, fundraising, planning, adoption, financing, administration, review, monitoring, and reporting of certain housing activities in the region for the benefit of those experiencing homelessness and extremely low-, very low-, low-, and moderate-income households, as defined in Section 50093 of the Health and Safety Code. By entering this joint powers authority Agreement, the Member Agencies seek to gain economic benefits not realized when operating individually. Further, the establishment of this joint powers authority provides for the economic viability and coordination of housing program financing and facilities throughout SBRHT's jurisdictional boundaries.
- 1.2 SBRHT shall be an entity which is legally independent from the parties to this Agreement and shall be responsible for the administration of this Agreement.
- 1.3 The assets, rights, debts, liabilities, and obligations of SBRHT shall not constitute assets, rights, debts, liabilities, and obligations of any of the Member Agencies. However, nothing in this Agreement shall prevent any of the Member Agencies from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of SBRHT, provided that the SBRHT Board of Directors ("Board") and the Member Agency approve, in writing signed by each party, such contract or assumption.

**2. Powers.**

- 2.1 General Powers. SBRHT shall have all the powers common to the Member Agencies of this agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1 above, subject to the restrictions set forth in Section 2.4. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.1.
- 2.2 Specific Powers. Without limiting the generality of the powers conferred in subdivision 2.1 of Section 2, SBRHT is authorized to act on any or all of the following matters, as each Member Agency could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions, and regulations:
  - a. Facilitate and assist the Member Agencies and others in the housing sector to acquire, construct, rehabilitate, finance, refinance, operate, regulate, and maintain affordable housing programs, projects, and facilities, as determined by the Board.
  - b. Coordinate and collaborate with Member Agencies on funding solicitations and other opportunities for the purposes set forth in this Agreement to minimize and avoid, where possible, competition and redundancy in the pursuit of funding.

- c. Facilitate the planning, study, and recommendation of proper and appropriate SBRHT programs, activities, and management practices; including the research and study of issues related to housing.
- d. Educate the public, Member Agencies, and other agencies and entities on SBRHT programs.
- e. Provide for or enter into agreements to provide for administrative, financial, construction, engineering, legal, audit, and any other professional services supporting any of the SBRHT programs or activities.
- f. Solicit, apply for, accept, and receive grants, donations, advances, and contributions.
- g. Sue and be sued in its own name.
- h. Incur and discharge debts, liabilities, and obligations which may include but shall not be limited to being in the form of secured bonds, revenue bonds, or other forms of secured or unsecured debt.
- i. Issue bonds or notes and associated covenants, for designated purposes.
- j. Acquire or protect any necessary security or leasehold interests involved in loans, bonds, notes, or other financing methods implemented to carry out the purpose of this Agreement.
- k. Acquire, hold, lease, improve, construct, rehabilitate, maintain, pledge, assign, mortgage, operate, and dispose of real and personal property as may be necessary and appropriate in connection with the creation, construction, financing, development, and maintenance of certain workforce and affordable housing and the programmatic needs of SBRHT.
- l. Issue and receive loans.
- m. Acquire such insurance protection as it deems necessary.
- n. Adopt resolutions and ordinances necessary to carry out the purpose of this Agreement.
- o. Establish advisory committees or subcommittees as necessary.
- p. Form wholly-owned and controlled affiliate entities to accomplish any of its purposes.
- q. Adopt bylaws and such other rules and procedures as may be deemed necessary.
- r. Convey real and/or personal property interests and/or funds.
- s. Any other acts necessary to carry out the above identified actions that each Member Agency is empowered to take individually.

2.3 SBRHT shall undertake, facilitate, and encourage the acquisition, creation, construction, development, and maintenance of affordable housing programs, projects, and facilities, as determined by the Board.

2.4 SBRHT shall implement programs, financing mechanisms, and funding criteria to support and advance affordable housing opportunities within the jurisdictional boundaries of the Member Agencies. These programs may include, but are not limited to, loan and grant programs, land

acquisition and disposition programs, and other initiatives designed to increase the supply, preservation, and quality of affordable housing.

2.5 SBRHT may establish criteria, policies, and guidelines governing eligibility, funding priorities, and program administration, provided such criteria are consistent with the purposes of this Agreement and applicable state and federal laws.

2.6 Equitable Member Agency Investment. The SBRHT Board shall establish criteria to allow for the equitable distribution of funds, and shall not exclude any Member Agency based on its rural, suburban, or urban character, as defined by the Board. Funding programs will not be set up as a means to impose zoning or land use changes within the boundaries of the member agencies.

2.7 Limitation on Powers. This Agreement does not authorize, and expressly prohibits, SBRHT to do any of the following:

- a. Nothing in this Agreement shall be construed as transferring or delegating to SBRHT any land use, zoning, or development permitting power of the member agencies. Each member agency shall retain full and independent authority over land use decisions within its jurisdiction, including but not limited to general plan amendments, zoning classifications, entitlements, and project approvals. Any project or program funded or supported by SBRHT shall comply with the applicable general plans, zoning ordinances, and other land use regulations of the member agency within which the project is located, unless otherwise approved by the Member Agency.
- b. Regulate land use within the jurisdiction of any of the Member Agencies;
- c. Levy, or advocate or incentivize the levying of, any land use exaction, such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
- d. Require inclusionary zoning requirements;
- e. Fund or otherwise approve an agreement for a housing project that is not permitted by the Member Agency within whose jurisdiction the project is proposed to be located; or
- f. Require any Member Agency to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to this Agreement.
- g. Impose additional development standards for grant funding beyond what is already conditioned by another entity.
- h. In the event that the SBRHT has employees, the creation of any employee pension plan or any other retirement plan other than a plan created under the federal Internal Revenue Code sections 401(k), 403(b), 457(b), or Roth account plan.

### **3. Term and Termination**

3.1 This Agreement shall be effective, and SBRHT shall come into existence, on the Effective Date, which shall be the date upon which this Agreement has been approved by three eligible Member Agencies.

- 3.2 This Agreement shall continue until terminated or dissolved pursuant to Section 3.3 of this Agreement. However, in no event shall the Member Agencies terminate or dissolve SBRHT if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of SBRHT, including, without limitation, indentures, resolutions, and letter of credit agreements.
- 3.3 This Agreement may be terminated by consent of a majority of the Member Agencies, and upon full and complete liquidation of all liabilities, including, but not limited to, any bonds, consistent with Section 3.2. Upon termination of this Agreement, any surplus money or assets in possession of SBRHT, after payment of all liabilities, shall be distributed to the then-existing Member Agencies in proportion to the contributions made by each.

#### **4. Governance**

- 4.1 Members. The Member Agencies of SBRHT shall be the parties to this agreement who have not withdrawn from SBRHT, and such other entities that may join SBRHT after execution of this Agreement. New Members may join based on the terms and conditions set forth in Section 11.
- 4.2 Affiliates. Entities that are eligible to be a party to this Agreement may join the SBRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors, as described in Section 4.3, or receive funding for a project within their jurisdiction until such time, if ever, they become a Member of the SBRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a party to this Agreement.
- 4.3 Board of Directors; Composition. SBRHT is governed and administered by a Board of Directors (“Board”) that shall exercise all powers and authority on behalf of SBRHT. The membership of the Board of SBRHT shall be in accordance with Government Code section 6539.1, and as it may be amended. As currently required at execution of this Agreement, the SBRHT Board shall consist of at least five (5) Directors, as follows:
- a. At least three (3) Directors shall be locally elected officials from their respective Member Agency jurisdictions, and appointed by their respective Member, and
  - b. Each Member Agency may appoint up to one (1) Director, and
  - c. At least two (2) Directors shall be experts in homeless or housing policy that are not elected officials of any local agency. These Director positions shall be selected by a majority vote of the elected membership of the Board prescribed in Section 4.3(a) of this Agreement, and
  - d. A majority of Directors must be locally elected officials from their respective Member Agency jurisdiction, and
  - e. Alternates for each Director position may be established by the Board of Directors, provided that such alternates meet the requirements established in this Agreement and under the bylaws adopted by the Board of Directors.

- 4.4 Advisory Committees. The Board may establish one or more advisory committees to advise the Board, pursuant to the bylaws.
- 4.5 Director Terms. The Member Agencies shall select their respective Directors for the Board no later than the Effective Date, or the effective date of the respective Member Agency entering into this Agreement, as may be applicable. Each Director shall serve a term of two years, but may be reappointed for successive two-year terms in accordance with this Agreement. At least 15 days prior to the end of a Director's term, the respective Member Agency must select a new Director or re-select the current Director for the new term of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board in a Director position originally appointed by a Member Agency pursuant to this Agreement in Section 4.3(b), that Member Agency shall appoint a replacement in accordance with the criteria of Section 4.3(a) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced. In the event of a vacancy on the Board in a Director position appointed pursuant to this Agreement in Section 4.3(c), the SBRHT Board shall appoint a replacement in accordance with the criteria of Section 4.3(c) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced.
- 4.6 Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors consistent with Section 8.6.
- 4.7 Compensation. Directors shall serve on the Board without compensation. Directors may be reimbursed for actual expenses that are approved in accordance with applicable provisions of this Agreement and SBRHT bylaws before the expenses are incurred.

## **5. Budgets and Financing.**

- 5.1 The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date of this Agreement and conclude on the next June 30th.
- 5.2 The Board shall annually adopt an operating budget for SBRHT setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the Board of Directors. The budget for SBRHT shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and program costs (i.e., the financing of the programs funded or sponsored by SBRHT).
- 5.3 The particular Program and Program budget funded, sponsored, or operated by SBRHT, as well as the level of, and mechanisms for, the involvement of SBRHT and each Member Agency, in such Program and Program budget, shall be determined and approved by the Board. A Member Agency's individual contribution, involvement, and role in any particular Program or the Program budget shall be as may be mutually agreed between the Member Agency and SBRHT. By way of example only, said contributions, involvement, or role may include cash contributions, provision of services or

staffing, use or transfer of title to real or personal property, pledges, guarantees, or whatever other instruments or involvement the Member Agency and SBRHT may agree to. Contributions of all kinds to the Program budget from private persons or entities and not-for-profit entities, whether their interests are represented by any Directors, are encouraged, so long as they do not cause a violation of any applicable conflicts of interest statutes, rules, or regulations.

## **6. Financial Management.**

- 6.1 Pursuant to Government Code sections 6505.5 and 6505.6, the Board shall appoint an officer of SBRHT to hold the offices of treasurer and auditor of SBRHT. This officer can be either the treasurer of a Member Agency to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.
- 6.2 SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purpose of SBRHT.

## **7. Additional Officers and Staffing.**

- 7.1 It is understood that SBRHT will require the support of administrative staff. When deemed necessary, the Board may contract for officers and staff with a Member Agency, the San Bernardino Council of Governments, or other independent contractors, agents, or volunteers as the Board may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefore.
- 7.2 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.
- 7.3 The officer or staff may be delegated authority as deemed necessary or appropriate by the Board.
- 7.4 If SBRHT contracts with a Member Agency to provide SBRHT with administrative services through persons who are employees and/or officers of the Member Agency, then any retirement liabilities associated with that Member Agency's employees and/or officers shall not constitute a liability of SBRHT or any other Member Agency. This shall not preclude a Member Agency providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary

and benefit costs when negotiating the rates that the Member will charge SBRHT for providing such services.

7.5 All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents, or employees of a Member Agency shall apply to the same extent when performing duties for SBRHT.

7.6 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

## **8. Meetings.**

8.1 The Board shall schedule at least two (2) regular meetings each Fiscal Year.

8.2 Special meetings of the Board may be called by the Chairperson of the Board and otherwise in accordance with provisions of California Government Code §54956 and any applicable SBRHT bylaws.

8.3 All meetings of the Board shall be held subject to the provisions of California Government Code §54950 et seq. (the "Brown Act") and other applicable laws of the State of California.

8.4 A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement or otherwise defined in the Bylaws, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting. Each Director of a Member Agency shall have one vote and no weighted or proxy votes shall be permitted.

8.5 The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept as record of all meetings.

8.6 The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

8.7 The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **9. Bylaws.**

9.1 The Board shall adopt bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are appropriate in order to carry out SBRHT's purpose.

9.2 The Board may, from time to time, amend its bylaws.

## **10. Fees.**

10.1 Member Agencies shall make annual contributions (“Administrative Fee”) towards the budgeted administrative costs of SBRHT in accordance with a cost allocation as determined and approved annually by the Board of Directors. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

## **11. New Members.**

11.1 New Member Agencies may be added to SBRHT by a majority vote of the Directors present at the meeting. Membership is effective immediately upon execution of this Agreement by the new Member Agency.

## **12. Withdrawal.**

12.1 It is fully anticipated that each Member Agency shall participate in SBRHT until the purposes set forth in this Agreement are accomplished. A Member Agency may withdraw from SBRHT upon its governing board’s adoption of a resolution stating its intent to withdraw from SBRHT. The withdrawal of any Member Agency shall be conditioned as follows:

- a. The withdrawal shall be effective at the end of the SBRHT Fiscal Year which is at least 180 days after the receipt by SBRHT of a written notice of the Member Agency’s intent to withdraw, accompanied by a copy of the governing board resolution stating the intent to withdraw; and
- b. Unless otherwise provided by a unanimous vote of the SBRHT Board, withdrawal shall result in the forfeiture of that Member Agency’s rights and claims relating to distribution of property and funds upon termination of SBRHT. Withdrawn Members shall not be entitled to any reimbursement of Administrative Fees.

## **13. Amendments.**

13.1 Except as provided in Sections 11 and 12, subject to all legal obligations of SBRHT, this Agreement may be amended by a writing executed by all of the Member Agencies of SBRHT.

## **14. Notices.**

14.1 All notices to the Member Agencies shall be deemed to have been given to the Member Agencies (1) three days after mailing when mailed, postage prepaid by United States mail, return receipt requested, or (2) at the time of delivery when delivered personally or by courier service to the Member Agency’s City or County Clerk during usual business hours at the principal office.

14.2 All notices to SBRHT shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the executive officer of SBRHT at the following address, or to such other address as may be designated to SBRHT for formal notice:

1170 W. Third Street

**15. Assignments; Other Agreements.**

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member Agency. No Member Agency may assign any right or obligation hereunder without the written consent of all other Member Agencies. Participation in SBRHT is not intended to preclude Member Agencies from entering into similar agreements with other jurisdictions.

**16. Severability.**

16.1 Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Member Agencies intended to enter into in the first instance.

**17. Headings.**

17.1 All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

**18. Non-Liability for Obligations of SBRHT.**

18.1 The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities, or obligations of any Member Agency or its respective officers, agents, employees, representatives, or volunteers.

- a. Assignment. Each Member Agency shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims (as defined in section c below) arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Member Agency pursuant to this Section.
- b. Survival. SBRHT's duty to defend, indemnify, and hold harmless Member Agencies shall survive and continue in full force and effect after withdrawal of any Member from this Agreement, including as to the withdrawing Member Agency, or termination of this Agreement for any reason with respect to any Claims, as defined in 18.1.c., that occurred before the date of such withdrawal or termination.
- c. Pursuant to the provisions of California Government Code Section 895 et seq., each Member Agency that is party to this Agreement shall be liable for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents.
- d. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Member Agency, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature

(collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's acts and omissions related to its purposes set forth in this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part.

- e. **Liability Financing.** The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event SBRHT's financial obligations to indemnify, defend, and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), the Member Agencies may provide for contribution or indemnification by any or all of the Member Agencies that are parties to the agreement upon any liability arising out of the performance of the agreement, and/or a Member Agency or Member Agencies may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit, or waive SBRHT's obligations of indemnity or defense to each Member Agency as first set forth above in this Section. Nothing herein shall obligate any Member Agency to indemnify or hold harmless SBRHT for an Unfunded Liability or to make any contribution towards and Unfunded Liability. In no event shall any Unfunded Liability of the SBRHT be passed through to a Member Agency without the express, written, and voluntary approval of that Member Agency's governing body via a separate instrument.

## **19. Governing Laws and Venues.**

19.1 This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state within the County of San Bernardino, California. Each party irrevocably submits to the personal and subject matter jurisdiction of such courts and waives any objection to venue or forum non conveniens with respect to acutions brought in those courts.

## **20. Confirmation of Jurisdictional Authority.**

20.1 By signing this Agreement, the Member Agencies retain all jurisdictional authority granted to them by the State and/or their respective Charters. The powers and/or authority granted to SBRHT pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their signatures on this Agreement, effective as of the date first stated above.

**MEMBER AGENCY: [ENTER MEMBER AGENCY NAME]**

**By: \_\_\_\_\_**

**[INSERT Name of Authorized Signatory, Title]**

**Attest: \_\_\_\_\_**

**[INSERT Name of Witness (e.g. Clerk), Title]**


**MEMBER AGENCY:**

**By: \_\_\_\_\_**

**[INSERT Name Authorized Signatory, Title]**

**Attest: \_\_\_\_\_**

**[INSERT Name of Witness (e.g. Clerk), Title]**



Raymond W. Wolfe, Executive Director  
San Bernardino Council of Governments  
1170 W. Third Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410

RE: INTEREST IN PARTICIPATING IN SAN BERNARDINO REGIONAL HOUSING TRUST

Dear Mr. Wolfe,

The Town of Yucca Valley is interested in participating in the San Bernardino Regional Housing Trust (SBRHT) to be established by the San Bernardino Council of Governments (SBCOG). Through the SBHRT, the Town intends to further the SBHRT's goal to attract significant funding and affordable housing development interest into the San Bernardino region.

The Town understands that SBCTA/SBCOG will administer SBRHT and that each participating Party shall make annual contributions toward the budgeted administrative costs of SBRHT. In return, SBRHT will provide services and support to the region and its Parties to carry out the purpose of SBRHT.

We provide this letter to further the planning for the establishment of the SBRHT. Final commitment to join the SBHRT will be subject to Yucca Valley Town Council approval, funding availability, and other factors.

Should you have any questions regarding the Town's interest, please contact Curtis Yakimow, Town Manager at [townmanager@yucca-valley.org](mailto:townmanager@yucca-valley.org) or by calling (760) 369-7207 Ext. 232.

Sincerely,

Jim Schooler  
Mayor



The Town of  
**Yucca Valley**

57090 Twentynine Palms Highway • Yucca Valley, California 92284  
760/369-7207 • Fax (760) 369-0626

## FREQUENTLY ASKED QUESTIONS

### 1 What is a housing trust fund?

A housing trust fund is a program or independent organization that raises funding to dedicate to housing construction, preservation, and rehabilitation, often concentrated on affordable housing, homeless housing services, down payment assistance, gap financing, supporting housing trusts, and related activities. The goals of a housing trust are to create affordable housing and/or homelessness solutions by leveraging new funding sources.

### 2 How are housing trusts funded?

Housing trusts receive financial support from a variety of sources. Some of the most common categories of funding include dedicated funding from local jurisdictions, State and federal grants, bonds, and private donations. Importantly, there are significant funding sources that are only accessible to housing trusts.

### 3 What are the benefits of an affordable housing trust fund?

There are a variety of benefits of affordable housing trust funds. In general, they provide a variety of quality housing types and options for those who might otherwise struggle to afford it. This includes support for lower and middle-income earners such as teachers, service workers, warehouse and logistics personnel, and other essential workers. Depending on how they are administered, benefits can also include: providing housing and supportive services for individuals and families experiencing homelessness; bringing outside money to the region, not otherwise accessible; and improving the quality of existing affordable housing to improve quality of life for residents and neighbors. Effective housing trusts achieve these outputs by leveraging new funding sources, rather than redirecting existing funding sources.

**4**

## How would administration of a housing trust fund work?

To maximize stability and access to funding sources, the housing trust fund would most likely be structured as a hybrid nonprofit-Joint Powers Authority (JPA). The housing trust could potentially leverage the administrative support and executive leadership of SBCOG to achieve efficiencies and would have oversight from its governing board. The trust would establish a JPA with those that choose to participate. SBCOG could administer the trust and the costs to the agency would be offset by the housing trust fund's resources.

**5**

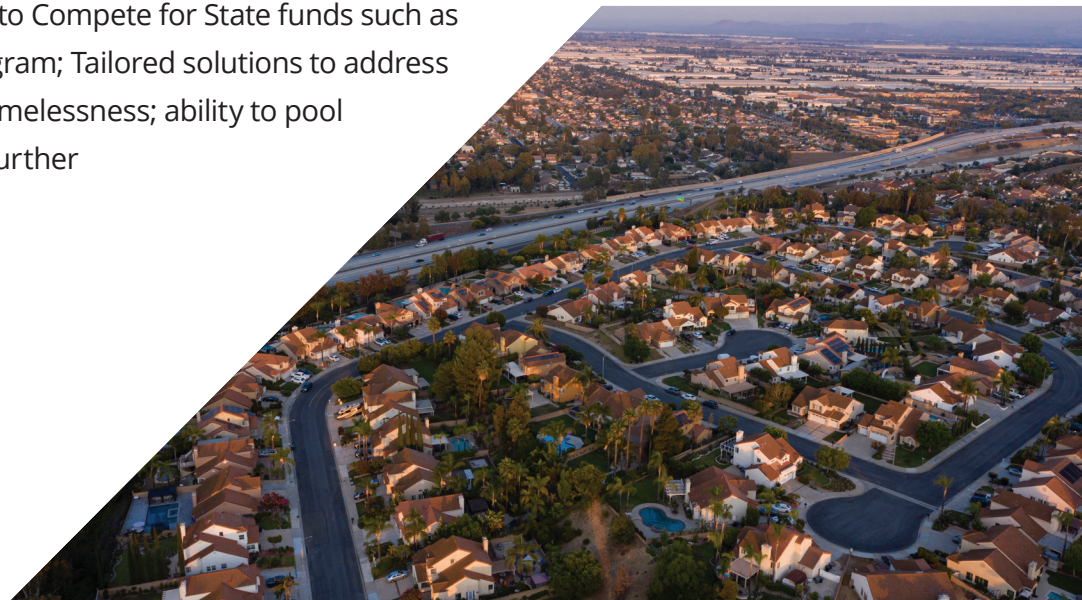
## What agency is the best fit to administer a housing trust fund in the region?

SBCOG's existing staffing infrastructure is skilled in all requisite administrative areas including executive leadership, financial accounting, and administration, making SBCOG an ideal candidate for housing trust fund administration. The agency consists of representatives from 24 cities and towns, and the San Bernardino County Board of Supervisors. SBCOG focuses on regional matters and has a track record of achieving meaningful results. SBCOG's experience as a convening agency leaves them well-positioned to support the administration of a housing trust that works in close collaboration with other agencies to ensure that it complements existing efforts.

**6**

## How does a housing trust fund enhance existing local and County affordable housing efforts?

A key differentiation is access to funding. Affordable housing trust funds are able to compete for additional funding local and county housing authorities are ineligible for. A primary function of the program will be to raise funds from new sources and operate programs that complement—and do not compete with—the work of existing agencies in the subregion. Furthermore, the flexibility and creativity granted to housing trusts using a nonprofit-JPA model increases program efficacy and opportunity while ensuring the trust is stable and resilient. Some of the key strategies that Housing Trusts can leverage include: Flexible sources of gap financing such as revolving loan funds; Ability to Compete for State funds such as the Local Housing Trust Program; Tailored solutions to address regional needs related to homelessness; ability to pool resources to help funds go further





## 7 Are there other housing trust funds in California?

Yes. There are at least 48 affordable housing trusts in California, whose members include more than 60 local jurisdictions. Housing trusts in Southern California include the West Hollywood Affordable Housing Trust Fund, the Orange County Housing Finance Trust, the Skid Row Housing Trust, the Santa Monica Citywide Housing Trust Fund, the County of Ventura Housing Trust Fund, the newly formed San Gabriel Valley Regional Housing Trust, and others.

## 8 How would a city or county join a regional housing trust fund?


A local government would take formal action to join the housing trust fund JPA by adopting a resolution at the local level. Following local approval, the administering agency, potentially SBCOG, would approve their membership and certify that the jurisdiction has paid membership dues and is compliant with other membership requirements.

## 9 Are jurisdictions required to participate in the housing trust fund?

No. Participation in the housing trust fund is optional. The trust will require a minimum threshold for membership. If jurisdictions decide to join after the initial opt-in period, they will pay an additional joining fee, equal to the administrative fee. If a jurisdiction does not participate in the trust, it would not be eligible to receive any funding or program services the trust offers.

## 10 Can a local government opt out of the housing trust after it joins? If so, how does that work?

Yes. A participating member jurisdiction would have the ability to opt out of the housing trust and could do so by adopting a new resolution rescinding membership at the local level. The jurisdiction would be required to provide written notice of exit six months prior to start of a new fiscal year. If there is an existing project in that city, it would become responsible for administrative fees to manage that project.



Well-designed and well-managed affordable housing can have positive impacts on the surrounding community.

## **11 What are the costs of participating in a regional housing trust fund?**

Based on research into successful programs across the state, SBCOG estimates that an affordable housing trust fund will require approximately \$230,000 in annual contributions from participating jurisdictions for the first five to ten years of operation until the fund achieves financial independence. Member dues will be based on a combination of factors, such as the jurisdiction's population, jobs, and anticipated growth and may range from \$1,500 to \$50,000, depending on which factors are selected, how many jurisdictions choose to participate, and local characteristics.

## **12 What funding source would local jurisdictions use to pay for member dues?**

Jurisdictions can use any funding source to pay for member dues. One option is to use funding allocated through State grant programs. The funding source used for member dues is ultimately up to local discretion.

## **13 What would member dues be used for?**

Membership dues would ensure ongoing revenues for trust operations and cover the administrative and staffing costs of establishing and growing the housing trust fund. These efforts would be primarily focused on fundraising and administering programs established to distribute monies to support housing in the subregion.

## **14 How will the housing trust ensure that affordable housing does not negatively impact home values or quality of life in the communities where it is constructed?**

Just as poorly implemented developments can negatively impact communities, well-designed and well-managed affordable housing can have positive impacts on the surrounding community. SBCOG will work closely with experienced developers and agencies to make sure the program funding supports projects following best practices and planning for locally-appropriate housing solutions.

**15**

## **What kinds of programs and activities do housing trust funds operate?**

Operations of the housing trust is determined through the development of an Administrative Plan which would establish a board of directors responsible for managing housing trust fund activities and goals. These approved activities could include new construction of affordable housing, predevelopment activities for affordable housing, down payment assistance for first-time homebuyers, preservation or rehabilitation of existing affordable housing, support for community land trusts, and establishment of housing and supportive services for people experiencing homelessness.

**16**

## **Are nonprofit organizations eligible for funding from housing trust fund programs?**

Typically, nonprofit organizations are eligible for funding from the housing trust. Depending on the program, funding would likely be made available on a competitive basis, prioritizing funding for applicants demonstrating an ability to make best use of the funds, meaning that they are used to support the housing needs of the greatest number of households and/or households with the highest needs.

**17**

## **How long will it take for the housing trust to generate community benefits?**

Housing trusts can serve as sustainable and reliable long-term solutions to housing issues. Based on existing housing trusts the regional housing trust is gleaning best practices from, the program is anticipated to achieve full stability in the first five to ten years of operation. However, depending on the availability of funding, stability may be achieved much sooner.

**18**

## **Are there restrictions to sources of funding?**

Some State and local funding sources may have restrictions that require the funds to go towards affordable housing creation while limiting allowable administrative costs, requiring prevailing wage in development costs, or applying other conditions. These funding sources are often sizable so the trust would pursue them, but the program will also layer funding sources from unrestricted sources to cover program costs.

**19**

## **How will housing trust funds be allocated across the region?**

Through the development of the Administrative Plan, the housing trust bylaws can establish a methodology for reinvesting allocations across the region. Allocation methodologies generally look to leverage funds to their greatest potential without posing absolute geographic restrictions on housing trust fund expenditures.

## 20 Why join a regional affordable housing trust fund instead of creating local funds?

Cities and counties can form their own housing trusts. However, most jurisdictions have limited staff, time, and funding to administer a housing trust fund. Similar to a regional approach to transportation, a regional housing fund will avoid unnecessary strain on the limited resources of local jurisdictions while leveraging the region's collaborative strengths, relieving the pressure of local housing needs through a regional approach to housing. It is anticipated that a regional housing trust will secure more funding to invest in the region than the aggregate of any individually managed local programs.

## 21 What is the Administrative Plan?

The Administrative Plan, to be developed in consultation with participating member jurisdictions, will establish protocols for the trust fund, including determining the types of projects and programs it will fund, setting goals to guide the Trust's activities, stipulating membership requirements for participating jurisdictions, establishing first preferences for reinvesting allocations within the jurisdiction or sub-area of origin without posing absolute geographic restrictions on housing trust fund expenditures, outlining SBCOG's administrative responsibilities, and creating a Board of Directors.

## 22 How can I support the affordable housing trust fund?

We need strong support from local government, elected leaders, and the business community to launch and grow a successful program. Let SBCOG know if you would like to help us grow support for the program.

## 23 What is the difference between a housing trust fund and community land trust?

A housing trust fund is similar to a community land trust (CLT), though they serve complementary, rather than duplicative purposes. CLTs are typically structured as nonprofit organizations that work to preserve housing affordability and support lower income families' ability to build wealth. A housing trust, by contrast, primarily serves to meet the gap funding needs of affordable housing. Housing trust activities can include support for CLTs through the acquisition and dedication of land or the production of housing.

## 24 Are all cities within the region eligible for Permanent Local Housing Allocation Funds?

No. County of San Bernardino PLHA allocation includes cities with populations smaller than 50,000 as well as unincorporated areas of San Bernardino County. It is the County's responsibility to utilize those funds.





SAN BERNARDINO  
**REGIONAL HOUSING TRUST**

# REGIONAL HOUSING TRUST WHITE PAPER



PREPARED BY:  
**DUDEK**

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# EXECUTIVE SUMMARY



## INTRODUCTION

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Housing trust funds, or housing trusts, offer a great opportunity to increase housing supply in San Bernardino County, southern California's once affordable residential outpost now on the rise as an economic hub, but with shrinking housing opportunities. There are a variety of administrative structures for housing trusts, but the most impactful is the regional model. Given the limited capacity of local jurisdictions to devote resources to trust administration, and San Bernardino Council of Governments' (SBCOG) well-established role in the region, SBCOG is both qualified to and capable of administering a regional housing trust that would address regional housing needs while minimizing duplication of resources across San Bernardino County. This Executive Summary provides an overview of housing trusts and recommendations for instituting a SBCOG-administered housing trust, which the full white paper discusses in more depth. In addition to expanding on the contents of this Summary, the White Paper includes an analysis of existing housing trusts (Appendix A), including several interviewed for this paper, which serves as the central foundation of the included recommendations.

## FRAMING THE ISSUE

The entire state, including San Bernardino County, faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, and limited financing options. While each of these factors has worsened over the last few decades, the most significant change may be the funding void created by lost redevelopment funds, which previously contributed between 30 and 60 percent of per-unit project costs to an affordable housing development.<sup>1</sup> These community challenges have become regional issues with compounding, interrelated impacts on housing supply, homelessness, and economies at the local and regional scale.

In San Bernardino County, housing is a substantial expense, reflecting the largest single monthly expenditure for many individuals and families. Quality housing is not affordable for everyone, and those with lower incomes are most likely to live in unhealthy, overcrowded, or unsafe housing conditions.<sup>2</sup> Housing supply has not kept pace with population growth throughout the region. Instead, growth is being accommodated through increases in persons per household, resulting in household overcrowding.<sup>3</sup>

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1 Washburn, A., July 19, 2020, Personal Communication.

2 San Bernardino County, 2018, Community Indicators Report, [http://www.sbcounty.gov/Uploads/CAO/Feature/Content/SB\\_2018\\_RE-PORT\\_-3.pdf](http://www.sbcounty.gov/Uploads/CAO/Feature/Content/SB_2018_RE-PORT_-3.pdf)

3 Department of Finance data (Table E-5) indicates that the average persons per household has increased in all jurisdictions in San Bernardino County from 2010 to 2021, including the unincorporated San Bernardino County. Furthermore, the increase in average persons per household is greater than the overall statewide increase.

With a much higher demand (or need) for housing units than there is supply, both home and rental prices have increased to stymie the influx of interest. Significant portions of San Bernardino County pay more than 30 percent of their gross income towards housing payments, and higher housing costs put lower income households at risk of living in substandard housing or of experiencing homelessness. Without a concerted effort to expand the affordable housing supply, increasing numbers of households will become unable to afford housing in San Bernardino County as rents and housing prices continue to rise.

### WHAT ARE HOUSING TRUSTS?

A housing trust fund is a program or independent organization that raises funding to dedicate to housing production, preservation, and related activities. A housing trust can provide a mechanism for local agencies to make ongoing investments in affordable housing using both direct revenues and leveraged matching funds available from State and federal sources, available exclusively for housing trust programs. Housing trusts have many benefits including, but not limited to, serving as a flexible source of gap financing for affordable housing, giving regions the ability to compete for otherwise restricted State funds, increasing homeownership opportunities with down-payment assistance for lower-income families, and supporting homeless assistance.

Housing trusts in California have become increasingly popular in recent years as local and regional jurisdictions across the state seek solutions to the statewide housing crisis. Local and regional housing trusts in California generally share the following three characteristics:

1. They receive ongoing revenues, rather than being dependent on annual appropriations from general funds or similar sources.
2. Funds are primarily designated to support affordable housing, rather than market rate housing or other community goals—State and federal matching funds, as well as most dedicated tax revenues or fees are exclusively available to support affordable housing.
3. They benefit from funding sources not restricted to housing activities, rather than relying exclusively on dedicated housing funds, and may benefit from the flexibility of offsetting public fund allocations with revenue captured from the private sector.

## HOUSING TRUST ADMINISTRATION, PROGRAMMING, AND FUNDING SOURCES

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The organizational structure, programming, and funding sources of a housing trust are all interrelated and co-dependent. For example, the organizational structure informs what kind of funding opportunities are available to the trust fund, the funding sources impact the programming types that can be supported by the trust, and the funding sources impact the stability of the organizational structure. This is primarily due to the restrictions imposed on funding sources available. Decisions regarding each component of the trust must be considered in relation to the effect on the other two components.

### ADMINISTRATION OPTIONS AND RECOMMENDATIONS

Housing trusts are operated by a variety of organization types and models including individual jurisdictions, a consortium of multiple local agencies, and nonprofit organizations. Each organizational structure has benefits and drawbacks, which the full white paper discusses in more depth. In general, local city- and county-administered trusts benefit from more accessible public funding and institutional government knowledge, but they operate slowly and often lack adequate staff time and resources to devote to a housing trust. Nonprofit models benefit from greater autonomy and flexibility to diversify and leverage funding sources, but they are unable to tap into public funds and some government grants, such as the Permanent Local Housing Allocation funds, which only eligible cities and counties can apply for. Operating under either a public or nonprofit organizational structure, Joint Powers Authority (JPA)-administered housing trusts have risen in popularity in recent years due to their reliable government support, ability to pool resources, and greater flexibility to pursue and leverage funds. Trusts administered by a JPA can operate as a quasi-local governmental organization (holding equal power with other jurisdictions participating in the JPA) or as a nonprofit.

While obtaining seed funding to initiate a trust can be more difficult for nonprofits, they tend to glean funds from outside resources for affordable housing more effectively in the long term. When paired in a hybrid nonprofit/JPA organizational structure, housing trusts have the flexibility and autonomy of a nonprofit with the financial support and government backing of participating cities and counties. Furthermore, utilizing a JPA fosters multi-jurisdictional cooperation, which unites local jurisdictions to address regional issues such as housing, and amasses resources to reduce cost and duplication of efforts. All California-based housing trusts interviewed view JPA-administered trusts favorably. It is recommended that a SBCOG-administered housing trust be

organized as a nonprofit/JPA hybrid to maximize stability and access to funding opportunities.

## FUNDING SOURCES AND RECOMMENDATIONS

There are a variety of revenue streams for housing trusts administered by the State and federal government, local governments, and private sources. Funds available from public entities, especially at the State and federal level, are often stringent, exacting specific requirements in order for housing trust programs to qualify. Private sources, although more difficult to obtain initially, more often provide funding with fewer restrictions or requirements. Appendix B provides an analysis of a variety of public and private sources of revenue ranging from the State-administered Permanent Local Housing Allocation (PLHA) funds to commercial linkage fees to private donations.

A SBCOG-administered trust should consider a variety of revenue sources. The following initial list of sources, both one-time and ongoing, have been preliminarily identified as appropriate for SBCOG to pursue seed funding and establish program stability in the first five to ten years of operation:

- State Permanent Local Housing Allocation (PLHA) program grant funds from participating member jurisdictions
- State-matching Local Housing Trust Fund grant funds
- National Housing Trust Fund grant funds
- Transient Occupancy Tax revenue from participating member jurisdictions
- Inclusionary zoning in-lieu fee revenue from participating member jurisdictions
- Community Benefit Agreement revenue
- Discretionary local revenue from participating member jurisdictions

## PROGRAMING OPTIONS AND RECOMMENDATIONS

A housing trust fund must specify in its bylaws what types of projects, programs, and activities the trust will fund. Activities could include, but are not limited to, new construction of affordable housing, predevelopment activities for affordable housing development, down payment assistance for developers or first-time homebuyers, preservation or rehabilitation of existing affordable housing, land acquisition for development of affordable housing, and establishment of housing for those experiencing homelessness. Housing trusts funnel revenue into defined programs that carry out these intended activities and greater goals. The most common program for housing trusts in California is a revolving loan fund.

Some housing trust activities are more effective tools for creating affordable housing than others, depending on the resources available and local context. This report recommends that a SBCOG-administered housing trust initially prioritize short-term, low-interest loans in a revolving loan fund to maximize affordable housing development, and then expand over time to longer-term loans, Community Reinvestment Act (CRA) loans, and Community Impact Notes (CINs) as the housing trust grows in size and stability.

## IMPLEMENTATION

It is recommended that the SBCOG-administered trust take the following steps to establish a housing trust over the course of one to two years. The final step listed below will likely take two to three years to implement before the housing trust will have stability and funding for programming and standard operation.

- 1. Trust structure.** Identify interested and eligible jurisdictions for participation; determine JPA structuring SBCOG depending on whether or not the trust achieves participation of SBCOG full membership and participant jurisdictions' interests.
- 2. Housing issues.** Identify housing needs and priorities in the SBCOG region; establish and implement a campaign to foster public support of the housing trust.
- 3. Official trust formation.** Enact intent to establish trust within SBCOG; develop Administrative Plan for housing trust operation; adopt new JPA or amend existing SBCOG JPA for housing trust administration; adopt resolutions to join at the jurisdiction level; form the nonprofit component of the housing trust.
- 4. Activity start-up.** Pursue revenue; transition to ongoing implementation.

# INTRODUCTION

This paper provides an introduction to housing trust funds, or housing trusts, examining trust fund organizational models, operation and administration logistics, and funding sources. This information is examined through the lens of the (SBCOG) to understand the feasibility of establishing a SBCOG-administered housing trust fund and how such a fund should be established to best support housing production throughout San Bernardino County. The analysis culminates with recommendations for administration and operation, revenue sources, and implementation next steps.





## HOUSING TRUST FUND INTRODUCTION

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A housing trust fund is a program or independent organization that raises funding to dedicate to housing production, preservation, and related activities, such as grant funding for construction or rehabilitation, infrastructure, land acquisition, or impact fees; low-interest construction, acquisition, or gap financing loans; and grants or loans that implement home weatherization programs, incentivize the production of affordable accessory dwelling units, support transitional or emergency housing and shelters, or preserve existing multifamily housing.

A housing trust can provide a mechanism for local agencies to make ongoing investments in affordable housing using both direct revenues and leveraged matching funds available from State and federal sources, available exclusively for housing trust programs.

A housing trust fund as a nonprofit model has similarities to a community land trust (CLT), though they serve complementary, rather than duplicative purposes. CLTs are typically structured as nonprofit organizations and can serve a variety of purposes, though they are most commonly used to preserve housing affordability and support lower-income families' ability to build wealth. As the name suggests, the CLT model is based on land acquisition and ownership, recognizing that it is the value of land, not the residential structure, that increases over time. As explained by the organization Community-Wealth.org, a CLT "acquires land and maintains ownership of it permanently. With prospective homeowners, it enters into a long-term, renewable lease instead of a traditional sale. When the homeowner sells, the family earns only a portion of the increased property value. The remainder is kept by the trust, preserving the affordability for future low- to moderate-income families."<sup>4</sup> Locally, the newly formed Inland Empire Community Land Trust works to support the affordability of both for-sale and rental housing.<sup>5</sup> As noted above and described in more detail in the following sections, a housing trust, by contrast, primarily serves to meet the gap funding needs of affordable housing. A housing trust fund could theoretically work collaboratively with a CLT to provide gap funding to assist in the acquisition of the land and production affordable housing.

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4 Community-Wealth.org, 2020. <https://community-wealth.org/strategies/panel/clts/index.html>

5 Inland Empire Community Land Trust, 2020. <https://www.ieclt.org/about>

## BENEFITS OF HOUSING TRUSTS

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Housing trusts offer general benefits to communities by providing safe affordable homes for all income levels, including extremely low- or no-income households. They ensure long-term investment in affordable housing; address homelessness, gentrification, and displacement; and advance transit-oriented development and access to upward mobility. The following benefits are particularly applicable in the context of the SBCOG region:

- **Flexible source of gap financing.** A revolving loan fund, as a function of a housing trust, provides access to a flexible source of capital that can be used in combination with traditional sources of revenue to fund affordable housing development. Gap funds provided through a revolving loan fund serve as a bridge between the amount a borrower can obtain to finance housing development in the private sector and the remaining dollars needed to initiate construction.
- **Ability to compete for State funds.** The State makes funds available to housing trusts in California annually with specific requirements for eligible applicants. Operation of a housing trust would expand the region's access to State housing funds to include revenue streams otherwise unavailable, such as Local Housing Trust Fund (LHTF) funds.
- **Homelessness assistance.** Housing trust funds are flexible resources for homelessness assistance, allowing and fostering distinct programs targeted to one or more aspects of homelessness. Housing trust funds can devote portions of their revenue to augment existing emergency and transitional homeless programs, assist supportive service organizations, or create new homeless housing or support services. Homelessness is often a product of housing shortages when extremely low-income households are forced out of the housing market when the demand for housing exceeds the supply, driving up housing prices and the cost of rents. Housing trust funds can help to expand the housing market with both affordable housing for people at risk of experiencing homelessness, and market rate housing to lessen the housing shortage and housing price inflation rates.

## HISTORY OF HOUSING TRUSTS IN US AND CALIFORNIA

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The first housing trust funds in the United States were implemented in Maryland and California during the 1970's. They proved to be effective models for permanent affordable housing revenue streams, and the concept soon spread to other states. Virtually every state in the U.S. now has local and /or State housing trust funds. A few states have created more than one State housing trust fund, including Connecticut, Illinois, Massachusetts, Nebraska, Oregon, and Washington. The Federal Government established the National Housing Trust Fund (NHTF), administered by the U.S. Department of Housing and Urban Development (HUD), in 2008 and began implementing the program in 2016, distributing \$174 million through funding solicitations, generally administered by states. In 2016 approximately \$10.1 million of NHTF funds were allocated to California. Within the state, NHTF funding is further distributed by the California Department of Housing and Community Development (HCD).

Housing trusts in California have become increasingly popular in recent years as local and regional jurisdictions across the state seek solutions to the statewide housing crisis. California has passed legislation encouraging and/or enabling local jurisdictions to dedicate public funds to affordable housing. However, California is one of four states that have created housing trust funds legislatively but do not currently have public revenues committed to the funds. As of 2016, 45 local and regional housing trusts in California generally share the following three conditions:

- They receive ongoing revenues, rather than being dependent on annual appropriations from general funds or similar sources.
- Funds are primarily designated to support affordable housing, rather than market rate housing or other community goals—State and federal matching funds, as well as most dedicated tax revenues or fees are exclusively available to support affordable housing.
- They benefit from funding sources not restricted to housing activities, such as those that could otherwise be devoted to other community goals (e.g. environmental conservation, economic development, or transportation), rather than relying exclusively on dedicated housing funds, and may benefit from the flexibility of offsetting public fund allocations with revenue captured from the private sector.

## HOUSING TRUST APPLICABILITY TO SBCOG

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The entire state, including San Bernardino County, faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, and limited financing options. While each of these factors has worsened over the last few decades, the most significant change may be the funding void created by lost redevelopment funds, which previously contributed between 30 and 60 percent of per-unit project costs to an affordable housing development.<sup>6</sup> Major housing challenges in the SBCOG region include:

- **Housing supply shortage:** The housing supply has not kept up with population growth. Between 2014 and 2021, 24,202 new housing units were constructed while the population grew by 80,958, indicating that population growth is being accommodated through increases in persons per household.<sup>7</sup> Older generations are living and staying healthier longer and therefore are choosing to stay in their homes. Paired with increasing demands from the Millennial generation seeking housing, homes are in higher demand than they have ever been before.
- **High housing prices:** With a much smaller housing supply than the market demands, both home and rental prices have increased to stymie the influx of interest. Significant portions of San Bernardino County pay more than 30 percent of their gross income towards housing payments. Up to 60 percent of homeowners and up to 80 percent of renters in some communities overpay for housing, meaning they spend more than 30 percent of their income housing, making it far more difficult for renters to save for a down payment on a home.<sup>8</sup>
- **Low rate of new affordable housing construction:** At the end of 2020, San Bernardino County jurisdictions had constructed approximately five percent of very low-income units and 16 percent of low-income units allocated in the 5th RHNA cycle.<sup>9</sup> Depending on the type of housing (e.g. senior, family, or veteran), affordable housing developments in the region typically require between 10 and 20 percent of funding to come from local sources. Despite growing need, a lack a funding sources has inhibited the development of much needed affordable housing in San Bernardino County.

<sup>6</sup> Washburn, A., July 19, 2020, Personal Communication.

<sup>7</sup> Department of Finance data (Table E-5) indicates that the average persons per household has increased in all jurisdictions in San Bernardino County from 2010 to 2020. Furthermore, the increase in average persons per household is greater than the overall statewide increase.

<sup>8</sup> CA Department of Housing and Community Development, AFFH Data and Mapping Resources, <https://affh-data-resources-cahcd.hub.arcgis.com/>, accessed on October 14, 2021

<sup>9</sup> CA Department of Housing and Community Development, 5th Cycle Annual Progress Report Permit Summary, <https://hcd.ca.gov/community-development/annual-progress-reports.shtml>, accessed on October 13, 2021.

A housing trust offers a creative solution to begin to address the funding limitations that stifle the development of affordable housing in the SBCOG region and leverages SBCOG's unique strengths as a convener adept at facilitating collaboration.

In response to recent changes to housing-related legislation, SBCOG has been working closely with its member jurisdictions to provide increased support as it relates to General Plan Housing Elements and their implementation. In 2021, SBCOG's member jurisdictions formed a housing subcommittee to explore regional solutions to providing housing. SBCOG provides a supportive platform for the region through their strong regional voice that can garner political support and access to available resources that cities and counties do not have. SBCOG is in the early stages of developing a regional equity study and a regional housing strategy.

SBCOG is organized as a Joint Powers Authority (JPA), that represents local governments to provide cooperative planning, coordination, and technical support on issues not constrained by political boundaries. As the regional population continues to grow, community challenges become regional challenges that have compounding, interrelated impacts. SBCOG focuses on regional matters important to future growth, including housing, with duties that complement rather than duplicate jurisdictional activities.

Due to its role as a regional council, SBCOG is advisory in nature and lacks traditional government powers of taxation, regulation, or decision implementation. SBCOG currently works through its committee structure and amassed resources to reduce duplication of efforts, which could include establishment of a regional housing trust fund. SBCOG's reliance upon member jurisdictions to follow through on decisions would require that member jurisdictions take individual action to participate in a regional housing trust administered by SBCOG.

SBCOG's JPA explicitly permits the agency to apply for grants under federal, State, or local programs, which could include application for grants in representation of the housing trust. To establish a housing trust fund, SBCOG would modify its joint powers agreement to explicitly permit administration of the trust, with specified limitations for participating cities and the county within San Bernardino County. Other requirements, including funding prerequisites, and SBCOG-specific recommendations are discussed in the following sections.

# TRUST FUND OPERATING STRUCTURE

## ORGANIZATIONAL STRUCTURE

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Housing trusts are operated by a variety of organization types and models including individual jurisdictions, a consortium of multiple local agencies, and nonprofit organizations. These organizations often apply for grant funding to augment funds or to provide start-up resources. Some of the largest and most viable revenue sources in California have relatively strict eligibility requirements, typically restricting funding availability to cities, counties, or tribal governments and/or 501(c)(3) nonprofit organizations. Organizational models with the ability to attract the primary funding sources appropriate for a governmental agency, such as SBCOG or its member jurisdictions, to operate are examined below.

### LOCAL CITIES AND COUNTIES

Local cities applying for funding would be considered a Local Housing Trust, whereas a county or consortium of multiple cities would be considered a Regional Housing Trust. Local cities and counties are eligible for State and federal funding that may not be accessible to other types of agencies or organizations. Cities and counties have the benefit of established networks to initiate conversations regarding housing needs. Additionally, elected officials often trust city staff as the in-house experts on planning and housing-related issues. An established relationship of trust may spur initial support for a housing trust from elected decision makers, helping to get the trust off the ground. However, the amount of staff, time, and funding needed to administer a housing trust can raise challenges for some local cities.

### LOCAL JURISDICTION—JPA VARIATION

Local cities and counties can also enter into a joint power agreement to cooperatively provide funding for affordable housing in a greater region. Housing trusts operating as a Joint Powers Authority (JPA) receive reliable government support, often through membership requirements and dues established in the JPA's bylaws, and benefit from coordination among jurisdictions. JPA's have many of the same powers as the JPA's member jurisdictions, though they do not have the authority of eminent domain or the ability to issue bonds without a credit rating. SBCOG could operate as an equal member under this agreement, and SBCOG's current experience operating as a JPA would translate smoothly into administration of a housing trust with this JPA variation.

## NONPROFIT

Nonprofit organizations may have greater difficulties obtaining seed funding to initiate a housing trust fund due to fewer available federal or State grants with applicant restrictions and no prior resume of affordable housing development upon initiation. However, nonprofits have greater autonomy to pursue private industry money, bank investments, and collaborations with multiple local and regional jurisdictions, effectively diversifying and creatively leveraging funding sources to increase community dollars funneled to affordable housing. Nonprofits have the flexibility to serve as a financial intermediary and can be approved to operate as a Community Development Financial Institution (CDFI), enabling them to issue CINs and further diversify their sources of revenue. In addition, employing a combination of sources to fund the housing trust diversifies income sources, ensuring the trust is fiscally stable in the long-term. As they grow and become more successful over time, nonprofit housing trust models tend to more effectively bring in larger donations from outside resources and leverage those funds more effectively towards affordable housing development.

## NONPROFIT—JPA VARIATION

Nonprofit housing trusts have the flexibility to form a JPA. As discussed in a previous section, a housing trust acting as a JPA is largely given the same powers as the JPA's member jurisdictions. San Mateo's Housing Endowment and Regional Trust (HEART) is structured as a JPA/nonprofit partner housing trust, in which HEART holds equal power as the County and cities in the trust. Under their JPA agreement, cities and the County are required to contribute a portion of their general fund appropriations to HEART annually. The portion is based on the jurisdiction's population, the number of jobs in the jurisdiction, and the projected rate of growth.

A JPA cannot act as a CDFI, thereby constraining its ability to capture revenue through CINs. JPA/nonprofit housing trusts have the option of forming a subsidiary to be eligible as a CDFI. Operation as a JPA/nonprofit, rather than a consortium of local jurisdictions/JPA, further increases the housing trust's flexibility to pursue and creatively source new funds. San Mateo's HEART is one of the few JPA/nonprofit partner housing trusts in the West, but their model has successfully received funds from a diverse array of sources.

## ORGANIZATIONAL OVERSIGHT

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When operating outside of an individual city's or county's purview, housing trust funds have an advisory body, or board of directors. This board can provide the housing trust fund with a broad range of expertise and provide a way to maintain a connection with the communities served and their needs. Virtually all boards of directors have some responsibility for developing or advising on the policies that govern the fund. In some cases, the board helps recommend applicants for funding.

The board of directors can also help buffer the housing trust fund process from politics when controversial decisions – such as constructing new high-density multifamily projects in established lower-density neighborhoods – are made. Representation on the board of directors can range from interagency coordinating bodies, with staff from different agencies, to a broad membership of housing advocates, low-income individuals, service providers, bankers, realtors, apartment owners, developers, and others. Not all participating jurisdictions need representation on the board either. In the VCHT, for example, only five seats of the 12 participating jurisdictions are reserved for government representation. Regardless of affiliation, members in the board of directors should all have experience with low-income housing or homelessness. The executive director of the trust should also sit on the board.

While the voices that comprise the board of directors should be varied and diverse, they should be condensed into a relatively small group to ensure efficient communication and collaboration. Boards are best kept relatively small to allow representation without compromising the operational efficiency of oversight. Decisions should be made by majority vote, not unanimous consensus.



## FUNDING SOURCES

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Some of the most common forms of revenue sources for housing trusts in California include dedicated fees (such as commercial linkage fees or housing impact fees) implemented by jurisdictions to support the development of housing, redevelopment tax increment set-aside funds, discretionary local revenues, grant and charitable contribution funds, loan repayments and commercial development loans, and State-funded local housing trust funds. Common housing trust fund revenue source types and examples of each are listed below:

- **State and federal grants**, such as the California Permanent Local Housing Allocation and National Housing Trust Fund Program
- **Bonds**, such as general obligation and revenue bonds
- Tax increment funds and taxes, such as real estate tax increments, real estate transfer taxes, and transient occupancy taxes
- **Fees**, such as development impact, commercial linkage, document recording, business license, and inclusionary zoning in-lieu fees
- **Revolving loan funds**, which are revenue replenishing programs housing trusts can administer
- **Private sources**, such as donations and community benefit agreements

Trusts should have diversified revenue sources that include dedicated funds, such as inclusionary housing program fees or a portion of a transient occupancy tax (TOT), so that the trust does not have to compete with other priorities during annual budget reviews of local governments or charitable organizations, allowing the trust to plan for long-term housing investments and minimize funding uncertainty. Appendix B includes a description and additional information on a variety of housing trust funding mechanisms.

## HOUSING TRUST FUND OPERATING COSTS

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### TRUST ESTABLISHMENT COSTS

Many successful housing trust administrators report that the majority of housing trust start-up investments funded administrative costs. The County of Ventura Housing Trust Fund (CVHTF), for example, reported that approximately 90 percent of funds were allocated to administrative costs in its first few years of operation, prior to rolling out any programming. This is because housing trust start-ups often require significant personnel time to set up collection systems; layer seed funding; and solicit public, nonprofit, and private agencies for seed funding. Over time, CVHTF's administrative costs have decreased overall and revenues have increased. In 2019, administrative costs accounted for 77 percent of CVHTF's expenses, or 51 percent of all annual income received. Start-up time frames for other housing trusts are discussed in Appendix A.

For San Mateo's HEART, the County of San Mateo provided seed grant money from its General Fund. During the first few years of operation, over 85 percent of funds were allocated to administrative costs, primarily for general trust management and set-up. Most of the grant funding and private contributions in the subsequent few years went towards start-up costs. In 2015, the Chico-based North Valley Housing Trust (NVHT) received a three-year commitment of \$40,000 per year as start-up funds from the City of Chico. In 2020, NVHT was able to leverage local contributions with matching funds from locally-contributed PLHA funds, State matching funds, and several grants to initiate NVHT's revolving loan fund. NVHT no longer receives funds from the City of Chico and all matching fund sources since their start-up have changed. This evolution of funding sources is common for housing trusts given ongoing changes to eligibility requirements and depletion of available grants.

### ONGOING ADMINISTRATIVE COSTS

The organization authorized to administer a housing trust fund on behalf of a local jurisdiction must be clearly designated in an ordinance or resolution and identified in the trust's administrative guidelines. Administration includes holding, investing, and managing the fund account, with administrative costs typically covered by a percentage of the fees collected for the fund itself. Most regional and local jurisdictions cap administrative costs at 10 percent of the fund to maximize the creation of housing. Other external sources of administrative funding could include other public agency programs, interest earned by the fund, or fees charged for applications or other services provided by the trust fund.

A 2011 study performed by the Washington State Department of Commerce, titled the “Affordable Housing Cost Study,” found that developing housing trust fund-expertise with in-house staff, as opposed to contracting with various outside parties for different housing trust activities, allows for more informed analysis of proposed and ongoing housing activities. Experienced staff insights into potential risks and opportunities that could alter costs incurred from trust fund activities help reduce uncertainty and minimize unnecessary expenditures. Consolidating resources to employ in-house trust fund staff effectively minimizes administration and project-level costs. For a SBCOG administered housing trust, participating member jurisdictions would authorize management of their dedicated revenue sources to SBCOG.

## EXISTING HOUSING TRUST ADMINISTRATIVE STAFFING MODELS

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With 1.5 full-time staff members, Ventura County’s CVHTF provides a good model for a relatively small trust. Since receipt of seed funding in 2006, CVHTF took about seven years to raise enough funding through the 2008 Housing Recession to initiate a revolving loan fund in 2013. As of 2019, operating/personnel costs account for 77 percent of their yearly expenses of approximately \$298,000. The remaining expenses cover costs of loan servicing, developing a new housing land trust, fundraising efforts, and overseeing the loan program.

In comparison, the Chico-based NVHT was founded in 2015 and has only one employee working 0.75 time. This trust is relatively small due to its rural location in Butte County where there are very few large corporations, limiting access to the types of corporate donations that are more readily available in cities and economic hubs. NVHT is currently only making its second loan, with about \$40,000 in annual administrative costs comprising 8 percent of the organization’s annual operating budget of \$500,000. The funds used for housing programs are separate from the operating budget and are expected to reach \$2 million through grants and State matching funds this year. These funds are separated because some grants and donations restrict eligible activities.

San Mateo’s HEART has two full-time staff and an annual operating budget of about \$500,000. HEART has avoided increasing staff to keep operating costs low and preserve the low interest rates of its loans, keeping them competitive. Loan underwriting and bookkeeping are both performed several times per year by consultants because HEART has found that intermittent contracting, rather than hiring more in-house staff, has reduced operating costs. HEART also partners with the County to receive legal services and occasional help with underwriting.

## ADMINISTRATIVE COST MINIMIZATION STRATEGIES

Compared to local trusts, regional housing trusts are better able to minimize costs by capturing economies of scale through consolidated administrative and operations expenses. SBCOG has extensive practice in fostering cost savings through collaborative planning. Existing housing trust fund administrators interviewed for this paper recommended such consolidation to minimize resource expenditure, capitalize on shared information, and better leverage funds for housing throughout the region. In addition, existing trust administrators cite the benefits of relieving local governments of the administration and management of some affordable housing work, which has been difficult to manage internally since the dissolution of redevelopment agencies in 2012.

Other housing trusts reduce costs by sharing office space with other agencies or operating within larger agencies to minimize overhead. Existing trusts also reported retaining services, such as bookkeeping and website creation, at low or no cost through partnerships with participating local jurisdictions or regional public agencies. Small nonprofits recommend forgoing annual fundraising events, which are common sources of revenue for more established trusts, due to the large energy and time demands. These trusts reported that directly asking potential donors for money without hosting an event has been an effective alternative fund raiser without the added cost.

# HOUSING TRUST PROJECTS AND PROGRAMMING



Housing trust activities are those implementation actions which the trust fulfills through the expenditure of funds. Housing trust programs are those steps that carry out the overarching goals of a housing trust to assist in the implementation of activities. Programs of a housing trust often act as an investment strategy, creating additional funding streams for the implementation of housing trust activities.

## HOUSING TRUST ACTIVITY TYPES

A housing trust fund must specify what types of projects and programs (which may be restricted by funding sources) will be funded by the trust in its Administrative Plan. The following types of activities are common among housing trusts and could be appropriate in the SBCOG region. Specific housing trust programs to fulfill these activities are discussed in the following section.

- **New construction of affordable housing.** Housing trusts may provide funding for the development of affordable housing, including affordable housing for households with disabled and/ or elderly members, restricted to long-term or indefinite affordability terms. This is often administered through a revolving loan fund, discussed in the Housing Trust Programs section below.
- **Preservation or rehabilitation of existing affordable housing.** Housing trust funds can support the preservation or rehabilitation of existing multi-family housing and single-family housing, which is often a lower-cost alternative to new construction. Preservation and rehabilitation of existing affordable housing units reduces displacement of low-income residents, thereby preserving existing low-income neighborhoods.
- **Land acquisition for development of affordable housing.** Housing trusts can also provide financing for the acquisition of available, buildable land. High land prices can be a significant barrier to housing development in California and relieving affordable housing developers of this steep cost burden can help bridge this crucial gap.
- **Establishment of transitional, supportive, or permanent homeless housing.** Funds from housing trusts can be used for the development and ongoing operation of transitional, supportive, and permanent housing and accompanying supportive services for individuals experiencing homelessness both acutely and chronically. Housing trusts may offer funds to build the capacity of local nonprofits to help maintain or grow their in-house supportive services for individuals and families experiencing homelessness. Funds could also be

directed towards local governments' homeless programs, augmenting existing services or addressing unmet needs of the population experiencing homelessness.

- **Predevelopment activities.** Housing trusts may consider providing cash flow to affordable housing developers, often through low-interest loans, to fund predevelopment costs. These costs can include preliminary land surveys, architectural designs, permitting costs including associated infrastructure or development impact fees, financing fees, and other up-front cost barriers to affordable housing development.
- **Down payment assistance for developers or eligible, first-time homebuyers.** Housing trust funds can provide down payment assistance for both developers and first-time homebuyers. Low-interest down payment assistance to affordable housing developers can help reduce the debt incurred by the development, and make the initial planning work for affordable housing financially viable. For first time homebuyers, down payment assistance provided through small loans can help moderate income families become homeowners when they lack the resources to obtain mortgage financing through traditional bank loans.
- **Support for community land trusts.** Housing trusts can provide financing for the acquisition of land, housing rehabilitation, or affordable housing construction to support community land trusts. Community land trusts are typically run by non-profits where affordable housing units are owned by the residents, but the land is owned by the non-profit, maintaining affordability.

## HOUSING TRUST PROGRAMS

A housing trust can carry out its goals and intended activities through a variety of programs. Some programs that might be effective in other states may not be feasible in California given existing State law, so this paper focuses on viable and popular options in California. The most common program for California housing trusts, discussed below, is a revolving loan fund, which can include a first-time homebuyer component. Less common approaches include: forming a housing land trust, or issuing low-risk, low-return loans from private organizations via community impact notes (CINs), which serve as the intermediary for affordable housing developers to receive low-rate development loans from banks under the Community Reinvestment Act (CRA). These programs are discussed in further detail below.

## REVOLVING LOAN FUND

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Existing housing trusts report that low-interest construction loans and gap financing, or “bridge”, loans are the most feasible options for establishing a revolving loan fund due to their shorter term limits and smaller lending needs compared to acquisition or predevelopment loans. In contrast, acquisition and predevelopment loans inherently carry more risk, so housing trust revolving loan funds should avoid these until developing greater lending capabilities after years of growth. To minimize risk, successful housing trust administrators also recommend only working with experienced affordable housing developers because of the complex structure of fund layering to break even on affordable housing development. Considerable seed funding is needed to establish a revolving loan fund and, due to various regulations and restrictions, not all funding sources can be used for revolving loan funds.

### FIRST-TIME HOMEBUYER REVOLVING LOAN FUNDS

Revolving loan funds can be structured as first-time homebuyer programs, which can be effective in communities with higher rates of homeownership units and single-family units. However, some housing trust administrators note that the long terms on these loans can be draining to any revolving loan fund and do not provide housing opportunities for as many people as other types of revolving loan funds.

## COMMUNITY REINVESTMENT ACT LOANS

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The Community Reinvestment Act (CRA) was created to encourage deposit institutions (including most banks but excluding credit unions) to extend credit to low-income communities, by requiring investment in specified community development activities, which includes support of affordable housing development in the community. Instead of specifying criteria for evaluating the performance of financial institutions, the law directs that the evaluation process should accommodate the situation and context of each individual institution. While there are no minimum or maximum requirements for funding, banks are required to commit dollars to the community through eligible activities. Qualifying banks can receive CRA credit by supporting “CRA qualified” community development activities including loans to borrowers for affordable housing rehabilitation and construction or investments directly to housing trusts.

The CRA establishes the level of community development activity investment required for banks based on size (small, intermediate, and large). Small local branches have limited budgets and typically make nominal contributions to community activities. Larger investment dollars in community development, which would better benefit a housing trust, generally originate from the bank's corporate office or regional headquarters. Some banks are not actively aware of CRA requirements or the scope of investment opportunities available to them, such as investment in affordable housing. Advocating for the CRA to meet local needs in recent years has resulted in more than \$50 billion newly invested into California communities. Agreements negotiated with communities and community members can result in commitments of between 10 and 20 percent of California deposits to be reinvested in local communities.

In San Bernardino County, SBCOG could collaborate with jurisdictions, especially those with larger minority populations and low-income communities, to advocate for commercial development loans or support for affordable housing from banks operating locally. Banks will not lend to inexperienced housing trusts, so CRA funding is not a viable seed funding option. New housing trusts must first gain experience administering a housing trust fund to develop a record of success before being considered for CRA funding. Additionally, CRA funds are not eligible for State matching funds, so these would be obtained without intention of additional leveraging from the State. However, these funds are an effective strategy to harness revenue from other economic sectors to address the housing crisis, which existing housing trust administrators recognize is an important strategy to addressing the housing crisis.

## COMMUNITY IMPACT NOTES

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A promissory note is a written promise to pay another party a definite sum of money by a specified future date with no secured collateral. The promissory note investor purchases the note as a secured debt to become a lender under specified terms for the note's principal, interest rate, and maturity date. These types of loans are neither government-insured nor guaranteed. A nonprofit can issue promissory notes, or Community Impact Notes (CINs) in the context of a housing trust. The nonprofit housing trust must be certified as a Community Development Financial Institution (CDFI) by the US Department of Treasury CDFI Fund for administration of loans to private entities.<sup>10</sup> The housing trust's ability to repay the CINs would be dependent upon the economic success of its lending activities.

<sup>10</sup> Housing Trust Silicon Valley, 2017, Community Impact Notes Offering Memorandum, <https://housingtrustsiliconvalle.app.box.com/s/ccjdb8qg390alolpdziin0ix1iv0xnj3>, accessed April 3, 2020.

The trust can use the proceeds of CINs to fund housing development. Housing trusts can establish a CIN template to give private companies or agencies the ability to invest in the trust's loan fund. CIN loan funds often have a fixed return but are attractive to some investors because they provide an opportunity to be part of a workforce housing solution, increasing housing opportunities for low- and moderate-income households. Terms for CIN programs vary, but often range from 1 to 10 years with no fees. For example, the SVHT acts as the issuer of CINs to fund its activities; these CINs have maturity rates at 5 years or 10 years, with 1.5 percent and 2.0 percent interest rates, respectively. Like any loan, there are risks and uncertainties associated with lending.

## LAND ACQUISITION FOR HOUSING LAND TRUST

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Obtaining land to be held in a perpetual trust ensures readily available for low-income and/or supportive housing development. Housing prices in the region are high, in part, due to the high cost of land. Factoring out the cost of land through public land acquisition would make homes more affordable and attainable for residents of San Bernardino County, including those looking to move to the region for employment. The trust would work with local jurisdictions, school districts, and transit agencies to identify their vacant, underutilized lots for donation to the trust. This trust could also accept monetary and land donations from private sources. Monetary donations would go towards the trust's acquisition of land for affordable housing.

# RECOMMENDATIONS

## ESTABLISH A SBCOG-ADMINISTERED REGIONAL HOUSING TRUST

A housing trust has the potential to significantly enhance San Bernardino County's housing landscape. A trust would be most effective structured as a regional body to avoid unnecessary strain on the limited resources of local jurisdictions while leveraging the region's collaborative strengths. SBCOG's existing staffing infrastructure is skilled in all requisite administrative areas including executive leadership, financial accounting, and administration. The agency has operated as a regional body, previously known as San Bernardino Associated Governments, governed by a joint powers agreement since 1973 and has a track record of achieving meaningful results through programs such as the administration of Measure I funding.

While SBCOG has minimal experience with regional housing programs, their role as a regional transportation agency strategically positions them as an optimal organization to administer a housing trust on behalf of interested jurisdictions in San Bernardino County. Through the San Bernardino County Transportation Authority, SBCOG is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. SBCOG successfully leverages regional, state, and federal partnerships to improve the transportation network system in the region. Through regional transportation planning and implementation, SBCOG promotes smart growth practices that link transportation and land use planning. Traditional measures of housing affordability do not consider transportation costs, however SBCOG recognizes that transportation costs are largely a function of the location of housing in the regional context. Regional transportation strategies must consider regional land use and housing strategies to ensure balanced communities.

The following recommendations are intended to guide establishment of a SBCOG-administered housing trust fund using best practices identified for meeting the SBCOG region's housing financing needs.

## ADMINISTRATION AND OPERATION

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### ORGANIZATIONAL MODEL

Establishing a regional housing trust as a dual JPA/nonprofit will provide SBCOG and member jurisdictions with the greatest opportunity to achieve economies of scale and access to the widest variety of revenue streams possible. By simultaneously acting as a nonprofit and a JPA, the housing trust fund would maximize flexibility to obtain and leverage funds, with access to sources available

to both nonprofit and JPA models, including State matching funds. Nonprofits tend to be more flexible in how they can operate and what funding sources they can accept from donors, especially in the private sector. A nonprofit entity will diversify and more creatively leverage funding sources across jurisdictions, introducing funding streams into the trust than could fund operation alone. JPA-administered housing trusts ensure reliable government support, are better able to pool resources, and provide greater flexibility to pursue and leverage funds, similar to nonprofits.

SBCOG could establish a new nonprofit to create a hybrid trust model. Similarly, SBCOG's membership could approve a revision to the existing joint powers agreement or establish a separate JPA for the housing trust. Establishing a separate JPA would be the best solution if some member jurisdictions opt not to participate in the trust. The JPA agreement to initiate the trust, would need to incorporate the following conditions:

- All JPA member jurisdictions are in compliance with State Housing Element law and therefore eligible for federal and State funding.
- All JPA member jurisdictions agree to be part of the housing trust through adoption of a local ordinance.

SBCOG will be the agency responsible for administering and overseeing the regional housing trust in representation of all interested member jurisdictions. SBCOG will also adopt a resolution requiring interested member jurisdictions to take formal action to join the regional housing trust, disclosing eligibility to receive State matching funds through compliance with current State housing law. Each eligible member jurisdiction will elect to participate in the housing trust fund through adoption of an ordinance. Member jurisdictions not explicitly electing to participate in the trust and devote revenue to the housing trust fund would not be eligible to receive funds or resources from the trust.

## REVENUE ALLOCATIONS

The SBCOG-administered trust should maintain as much flexibility with the application of its funding resources as possible. This includes avoiding the enactment of any internal mechanisms that devote funds proportionally to participating jurisdictions based on the location of revenue collection within the region. Multiple successful housing trust administrators report that siloed funds from each participating jurisdiction reduce the trust's ability to leverage these funds to their greatest potential. Furthermore, many jurisdictions have regulatory, political, or economic barriers to implementing housing projects, despite having the political will for affordable housing

development and financial investment in the trust. For example, if City A were to invest \$80,000 into the housing trust fund with the stipulation that the money must be reinvested in City A, but City A's zoning requirements discourage developers from affordable housing projects, then that \$80,000 would sit unused in the housing trust fund. In the meantime, a housing project in City B would use other housing trust funds to develop a \$1.5 million project. If City A instead invested that money with no stipulations, the housing trust fund could leverage that money to increase donations to the project in City B threefold, increasing the project size and resources provided in the original \$1.5 million project to add an additional \$240,000 in value.

Like transportation and environmental quality, housing supply and affordability is a regional issue. A regional approach to affordable housing can assist in combating income and racial segregation, by increasing opportunities for lower-income households to pursue housing choice across a variety of communities. San Bernardino County is a diverse region where in 2020 64% of the population is non-White or of more than one race and no communities throughout the region consist of a majority White population. Further, San Bernardino's 2021 area median household income of \$77,500 is low, when compared to the state, with an area median income of \$90,100 in the same year. A regional strategy for addressing the housing needs of lower-income households could create new opportunities for upward mobility in an already diverse County where incomes are lower.

While some jurisdictions may initially oppose the practice of investing in the housing trust without a guaranteed return on investment within their jurisdictional boundaries, the benefits far exceed the drawbacks. State-compliant Housing Elements must provide adequate sites with appropriate zoning for housing development in each income category. Currently, there is not a requirement that jurisdictions have to achieve buildout of their RHNA requirements once planned for in the Housing Element. Therefore, investing in the housing trust for the creation of housing within the jurisdiction's boundaries does not divert resources away from other necessary investments that would preclude their ability to remain State-compliant. On the contrary, jurisdictional investment in affordable housing trusts is highly praised by HCD. Other housing trusts report that participation in their housing trust assists cities with meeting Housing Element requirements and helps them obtain credits for the creation of affordable housing.

Jurisdictions that elect to participate should commit to allocating revenue annually to the housing trust fund for the first five to ten years, granting resources relative to their jurisdiction's size, number of jobs, and projected growth rate. The SBCOG housing trust JPA should enact a

formula based on those factors to determine annual allocation requirements. While individual contributions may vary annually based on the number of participating jurisdictions, the total allocations should meet a minimum threshold of \$230,000 annually to support housing trust fund activities.<sup>11</sup> This amount will allow the housing trust to perform administrative activities and pursue State matching funds, which will then provide funding for other identified housing activities. Ensuring adequate funding through the establishment of the housing trust will provide the trust with leverage for acquiring additional funding, resulting in a housing trust that will yield clear results through the implementation of activities. The trust should not guarantee that a member jurisdiction's allocation will be directly reinvested in their community. However, when housing programs or projects come up in that jurisdiction, the housing trust should direct the jurisdiction's investments into that project to the maximum extent feasible.

## OVERSIGHT AND STAFF

The housing trust should have a Board of Directors to oversee the allocation of funds. The Board should consist of jurisdiction representatives, both elected officials and staff, as well as at-large representatives from the private sector. Both the CVHTF and San Mateo County's HEART operate with large 19-member Boards of Directors. When CVHTF first began, city representation came from elected officials but was switched to City staff representation after the first few years to remove political motivations and utilize city staff's in-house expertise. CVHTF also recommends keeping the size of the Board of Directors smaller for better communication and coordination of priorities across the region.

Staffing should be provided via a new department within SBCOG. SBCOG comprises SBCOG and the San Bernardino County Transportation Authority (SBCTA) and through SBCOG's collective collaboration on regional efforts, this approach will leverage the agency's in-house staff expertise and existing connections to resources in the region.

## REVENUE SOURCES

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SBCOG should consider all of the revenue sources discussed in the Housing Trust Funding Sources section, however based on an initial analysis, the following one-time and ongoing sources are identified as potentially being the most appropriate to pursue in the context of the SBCOG region and should be considered first. For more information on each revenue source, refer to Appendix B.

<sup>11</sup> \$230,000 was the minimum total threshold requirement in 2019 for San Mateo's HEART, which is the only other JPA/ non-profit model in California. Only JPAs can set minimum requirements for participating member jurisdictions, although Ventura County's CVHTF received at least \$50,000 from all member jurisdictions electing to participate in the housing trust in 2019.

## STATE AND FEDERAL GRANTS

### PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

The new PLHA Program offers consistent funding to local jurisdictions for affordable housing construction and supportive services. Although the annual allocations will vary, the 2019 allocation is broken down by jurisdiction in Appendix B. While local allocations may not be sufficient to close a housing project funding gap when kept within the local jurisdiction, they can be delegated to a regional housing trust and leveraged with other local PLHA or other funds to be an effective short- or long-term source of funding.

- Funding Stage: Both start-up and ongoing.
- Eligible Activities: PLHA supports a variety of activities including affordable housing construction, affordable ADU construction, and homelessness services.
- Administration Limitations: A local government sharing the funds with a housing trust can use no more than 5 percent of the allocation for administrative costs for activities for which the allocation was made. However, staff and overhead costs related to carrying out the activity costs are not subject to the cap on administrative costs.
- Housing Trust Type Currently Eligible: city or county.

### STATE-MATCHING LOCAL HOUSING TRUST FUND

As described in Appendix B, the State-Matching Local Housing Trust Fund (LHTF) is a competitive grant process, but it awards large matching grants. HCD releases NOFAs periodically and a portion of program funds is set aside each year as matching funds for the first year of operation for new housing trusts. SBCOG should pursue both initial and annual funds.

SBCOG should note all State-matching funds require that housing developers use prevailing wage, limiting the activities that the grant can fund upon award.

- Funding Stage: Both start-up and ongoing.
- Eligible Activities: Loans for acquisition, predevelopment expenses, development of affordable rental housing projects, transitional housing projects, emergency shelters and homeownership projects, including down payment assistance to qualified first-time homebuyers, and for rehabilitation of homes owned by income-eligible homeowners. No more than 20 percent of each allocation may assist moderate-income households, and at least 30 percent of each allocation is required to assist extremely low-income households.

- Administration Limitations: Administrative expenses are limited to five percent of the grant.
- Housing Trust Type Currently Eligible: Nonprofit, city or county.

### NATIONAL HOUSING TRUST FUND PROGRAM (NHTF)

The National Housing Trust Fund (NHTF) serves as the primary source of federal funding for housing trusts and is administered by HCD. At least 80 percent of each annual grant must fund rental housing, and up to 10 percent can fund homeownership housing. The SBCOG housing trust should review the notice of funding availability (or NOFA) annually to confirm eligibility and alignment with its priorities to determine whether SBCOG should apply for funds.

- Funding Stage: Start-up and ongoing.
- Eligible Activities: Real property acquisition, site improvements and development hard costs, related soft costs, demolition, financing costs, operating cost assistance for rental housing (up to 30 percent of each grant), administrative and planning costs (up to 10 percent of each grant)
- Administration Limitations: Administrative expenses are limited to 10 percent of the grant.
- Housing Trust Type Currently Eligible: trusts, partnerships, limited partnerships, local public entities, corporations, limited liability corporations.

## TAX INCREMENT FUND FUNDS AND TAXES

### TRANSIENT OCCUPANCY TAX (TOT)

While most local jurisdictions in San Bernardino County already levy a TOT, many local regulations currently exclude short-term rentals (such as Airbnb and VRBO) from the definition of a transient occupancy facility. Upon establishment of a trust, participating members of a housing trust should evaluate their definition of transient occupancy facilities to determine if short-term vacation rental units are included. The inclusion of short-term vacation rentals in the definition of transient occupancy facilities can act as a source of additional funds for jurisdictions with an existing TOT. Participating members without TOTs, should consider the establishment of new TOTs on short-term vacation rentals. The incoming revenues would be placed in the member jurisdiction's general fund and then transferred annually to the SBCOG-administered housing trust fund.

- Funding Stage: Ongoing.
- Eligible Activities: Activities compliant with the established nexus between transient occupancy facilities and the associated loss of affordable housing in the community.
- Administration Limitations: Language in the jurisdictions' municipal codes would be

examined to ensure there are no restrictions prohibiting support of administration activities or activities outside the local jurisdiction's limits.

- Housing Trust Type Currently Eligible: Nonprofit, JPA, city or county.

### **INCLUSIONARY ZONING IN-LIEU FEES**

Inclusionary housing ordinances can create new affordable homes without needing new government funding. Inclusionary requirements ensure that every community provides homes affordable to a range of income levels. By providing affordable housing options, a community's labor force such as hospital workers, retail clerks, and childcare workers can afford to live in the communities they serve. Cities and counties are authorized by the state to adopt an inclusionary housing ordinance for the creation of affordable housing.

Participating housing trust members can consider the allocation of in-lieu fees to the trust fund. Cities would want to first consider how in-lieu fees are being utilized. The dedication of in-lieu fees into the housing trust could free up staff time with the administration of such fees and could result in the expenditure of fees for on-the-ground implementation of housing trust activities. SBCOG could provide support to member jurisdictions to provide guidance on the feasibility of implementing new local inclusionary ordinances. SBCOG should provide additional support to member jurisdictions interested in establishing a housing trust fund if the jurisdiction agrees to direct a portion of in-lieu fees to the housing trust fund.

- Funding Stage: Ongoing.
- Eligible Activities: Development of affordable housing, conditional upon the contributing jurisdiction's regulations stipulating that the in-lieu fees be directed to community-specific housing projects.
- Administration Limitations: SBCOG would not be able to easily leverage funds from an inclusionary ordinance in the jurisdiction's regulations stipulate that the in-lieu fees be directed to community-specific housing projects. Language in the jurisdictions' inclusionary ordinances and municipal codes would be examined to ensure there are no restrictions prohibiting support of administration activities or activities outside the local jurisdiction's limits.
- Housing Trust Type Currently Eligible: Nonprofit, JPA, city or county.

## PRIVATE SOURCES

### COMMUNITY BENEFIT AGREEMENTS

Community Benefit Agreements (CBAs) would help SBCOG leverage developer commitments to fund housing trust activities. In exchange for widespread public support from a community group(s) for the development project, SBCOG should collaborate with member jurisdictions to engage medical centers, large-scale developers, schools and the military as they develop plans to expand.

- Funding Stage: Initial and ongoing.
- Eligible Activities: Assist the development and preservation of affordable housing.
- Administration Limitations: None. CBAs are negotiated on a case-by-case basis, so SBCOG would ensure that the agreement would not place restrictions on trust fund operation and administrative costs.
- Housing Trust Types Currently Eligible: Nonprofit, JPA, city or county.

## OTHER FUNDING SOURCES

### DISCRETIONARY LOCAL REVENUES

Participating member jurisdictions should appropriate money from their general fund to invest in the future of the housing trust in good faith, giving the new housing trust start-up costs to then pursue additional external funding. If SBCOG opts to use a nonprofit approach, the COG should ask interested member cities and/or the county to commit to general fund allocations for the next five to ten years. If SBCOG is able to use a JPA/nonprofit approach, it would include stipulations in the JPA agreement requiring that member jurisdictions allocate money from their general fund annually, based on an agreed-upon formula.

While cities could also choose to dedicate money from their existing affordable housing funds, it is recommended that SBCOG advocate more strongly for general fund allocations so that the trust brings in resources not already dedicated to housing.

- Funding Stage: Initial and ongoing.
- Eligible Activities: Assist the development and preservation of affordable housing.
- Administration Limitations: None. Existing housing trusts often use discretionary local revenues to fund administrative costs.
- Housing Trust Types Currently Eligible: Nonprofit, JPA, city or county.

## FUND ACTIVITIES

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Some housing trust activities are more effective tools for creating affordable housing than others, as discussed in the Housing Trust Projects and Programming section. Housing trust administrators interviewed for this report generally recommended prioritizing specific activity/program types to maximize affordable housing development and shared best practices for each, discussed in Appendix A. Paired with a preliminary assessment of various revenue stream restrictions and barriers to housing in the SBCOG region, the following three programs would likely be appropriate for a SBCOG-administered housing trust and should be strongly considered.

### REVOLVING LOAN FUND

Successful housing trusts report that the most impactful way to encourage affordable housing consistently is through loans to developers. Once seed funding is obtained, SBCOG would use that money to provide reduced rate loans to affordable housing developers. Repayments from these developers over time would establish a revolving loan fund and ongoing revenue source for the trust. To start, SBCOG should provide construction loans and bridge loans to seasoned, low-risk developers because they are short-term loans with limited uncertainty. This strategy will ensure that money comes back into the revolving loan fund in a shorter time frame with less risk associated with the loan, allowing the trust to provide units more quickly than loans committed to a first time homebuyer program (which typically provide larger loans from 15 to 30 years to fewer households). SBCOG should also avoid administering pre-construction and acquisition loans during the first few years of a revolving loan fund because they carry higher risk and require larger commitments.

### COMMUNITY REINVESTMENT ACT LOANS

Money from community reinvestment act loans can fund the development of affordable housing, with the SBCOG-administered housing trust acting as the intermediary between affordable housing developers and banks. Since corporate offices or regional headquarters for banks typically have larger budgets to invest in the community, SBCOG should reach out to mid-sized and big banks in the region to solicit investment in the housing trust once the trust has been in operation for a few years. SBCOG would seek out banks with headquarters in San Bernardino County, such as Banner Bank, First Foundation Bank, and Desert Community Bank, to donate money to the housing trust fund to meet their CRA requirements. SBCOG should also seek CRA contributions from local branches in participating member jurisdictions without any mid-sized or large-scale

banks. While these small sized branches often donate money to local events or parades, SBCOG and partnering local government staff should implore them to shift contributions to the housing trust fund.

CRA funds are ineligible to receive State matching funds, so dollars contributed from CRA to the SBCOG-administered trust will be less impactful than other sources. In addition, this money cannot be used as seed funding because banks will not typically lend to inexperienced housing trusts, but they can help augment trust fund activities in the long-term. As with all other funds, the Administrative Plan for the housing trust would encourage SBCOG to direct funds obtained from different communities back into those communities when feasible, rather than diverting them to finance other communities' housing activities.

## COMMUNITY IMPACT NOTES

A SBCOG-administered trust should become certified as a CDFI to administer low-interest loans to private investors to bring private sector dollars into the affordable housing market, as discussed in the Housing Trusts Project and Programming section. SBCOG's housing trust would establish a Community Impact Note (CIN) template to set up terms for loans to private agencies or companies. It is recommended that the terms of loans range from one to 10 years to keep housing trust payment commitments relatively short-term. The template should also provide multiple short-term loan options, such as a five year loan template and a ten year loan template, to provide potential investors with more flexibility in the investment opportunity. SBCOG's CINs should have no fees to increase their benefits for lenders, given that the loans have low rates of return.

## HOUSING TRUST IMPLEMENTATION

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### TRUST ESTABLISHMENT

Steps to establish a housing trust using a JPA/nonprofit organizational model include the following:

#### **1. Identify Participating Jurisdictions**

SBCOG would solicit interest from member jurisdictions in establishing a housing trust fund and then work with those interested member jurisdictions to move through the steps below.

#### **2. Joint Powers Agreement**

Because SBCOG currently operates as a JPA, it could move forward with either of the below approaches, contingent upon interest from SBCOG member jurisdictions:

- a. Amend the existing joint powers agreement to become a housing trust if all member jurisdictions are interested in participating in the housing trust. The modified joint powers agreement would authorize administration of a SBCOG housing trust through an Administrative Plan.
- b. Establish a new, separate JPA with interested member jurisdictions.

While both options presented above are viable, it is likely that not every SBCOG member jurisdiction will want to participate in the housing trust and that it would therefore be cleaner to establish a new JPA, so it is recommended that SBCOG pursue the latter option. It is assumed that a new JPA will be formed for the following steps of trust establishment. However, if all member jurisdictions agree to participate, then the former option above is recommended and the subsequent steps of trust establishment remain relatively unchanged. The trust should establish a minimum threshold for membership at four jurisdictions.

### **3. Identify Housing Need**

SBCOG and participating member jurisdictions would collaborate to determine housing needs for localized areas and the region. These needs would inform the activities allowed and prioritized in the Administrative Plan drafted in later steps and would inform campaign goals and messaging. This process should be integrated with the regional housing needs allocation (RHNA) and preparation and implementation of local housing elements to the extent possible, both taking cues from and informing these other planning documents.

### **4. Campaign**

Interviews with administrators of successful housing trusts in California indicate that the greatest predictor for housing trust success is strong support from local government, elected leaders, and the business community. The campaign for a housing trust should demonstrate need for additional housing support and resources in San Bernardino County. The messaging to these groups should be clear about the need the trust will address and potential impacts from the trust, some of which are demonstrated through examples offered in this paper. Soliciting support from local activists and political leaders can help push the campaign without delving the housing trust into the political fray. Strong support from the local community will bring revenue into the project early and help establish a strong foundation to build the trust to great heights.

SBCOG and participating member jurisdictions would enact a campaign to generate community

interest and support for the new housing trust fund. More details about the campaign are in the following section.

- a. SBCOG would provide interested jurisdictions with messaging and information about the benefits of housing trusts to bring to their local elected officials, political activists, and nonprofits.
- b. This campaign for the trust would be an ongoing activity through each step of trust set-up.

## **5. Enact Intent to Establish Trust**

SBCOG would pass an initial ordinance authorizing its establishment of the regional housing trust fund conditional upon:

- a. SBCOG drafting an Administrative Plan for agreement by all participating member jurisdictions.
- b. Participating member jurisdictions taking formal action to join the regional housing trust (e.g. by passing an ordinance).

## **6. Administrative Plan**

SBCOG would draft an Administrative Plan for the fund. This plan would be reviewed by all participating jurisdictions, and SBCOG would allow at least one round of comments by each jurisdiction. The Administrative Plan would include the following components:

- a. Defining the purpose and structure of the housing trust.
- b. Assigning participating members' authorities.
- c. Stipulating member authorities' annual contribution requirements using a formula based on the member jurisdictions' population, jobs, and projected growth.
- d. Outlining SBCOG'S administrative duties and responsibilities. This would include identification of existing staff or formation of a new department.
- e. Creating a Board of Directors to manage initial and ongoing housing trust fund activities and goals. This would include details about board governance, meeting protocols, and administration and oversight.
- f. Establishing a housing trust funds account and a sub-account specifically for administrative purposes.
- g. Enacting annual reporting procedures for SBCOG to maintain records and publish efforts for member jurisdictions to review.
- h. Establish procedures to allow member jurisdictions to enter or leave the trust in the future. Procedures should require the leaving jurisdiction provide written notice of exit six months prior to start of new financial year and stipulate that the city/county will assume responsibility for administrative fees for managing existing projects in its jurisdiction.

## 7. Adopt New JPA

Upon completion of the Administrative Plan, SBCOG would adopt a new JPA in partnership with all interested jurisdictions to officially enact the housing trust. This JPA would establish a new public entity separate from the parties to the agreement, providing the common power as described in the agreement.

- a. The JPA would incorporate language from the Administrative Plan into the official agreement.
- b. The JPA must state the trust's application for 501(c)(3) tax-exempt status with the Internal Revenue Service (IRS) is completed or pending and specify that the trust has a charitable purpose, which is to develop funds for affordable housing.

## 8. Jurisdiction Resolutions

Interested jurisdictions would individually pass resolutions to join the regional housing trust.

- a. Participating jurisdictions would include language in their individual resolutions committing to pay membership dues annually as to be part of the JPA/nonprofit housing trust. The resolution would also contain language certifying eligibility to receive State funds through compliance with current State housing law.
- b. A designated representative from each participating jurisdiction would subsequently sign the JPA, agreeing to conditions of the JPA and Administrative Plan.
- c. At this time, the participating member jurisdiction would be required to pay membership dues to the trust.

## 9. Nonprofit Component

Given that SBCOG would likely form a new JPA to enact the housing trust, SBCOG could also form an accompanying nonprofit to administer the trust using the dual JPA/nonprofit organizational model. SBCOG could work with an established non-profit that is experienced in accepting large donations to enter into an agreement for a partnership. SBCOG could also apply for the housing trust's 501(c)(3) tax-exempt status with the Internal Revenue Service (IRS). General filing instructions are as follows:

- a. Draft and file the articles of incorporation. This would include the organization's name, specify its use for charitable purposes by developing funds for affordable housing, identify an agent for service of process, and list any limitations on corporate powers. If the Board of Directors is named in the articles of incorporation, then these articles would be signed by the board.

- b. Appoint the Board of Directors, if not named in the articles of incorporation.
- c. Attach the trust's bylaws, which is the joint powers agreement for the housing trust and draft a conflict of interest policy.
- d. Provide proof of the participating members' consent to the joint powers agreement.
- e. Obtain an employer identification number (EIN). This can be done online.
- f. File the initial registration form (Form C T-1) with the California Attorney General's registry of Charitable Trusts.
- g. File the Statement of Information (Form SI-100) with the Secretary of State.
- h. Apply for federal tax exemption with the IRS (Form 1023) and receive a letter of determination from the IRS.
- i. Apply for California tax exemption with the California Franchise Tax Board (FTB) using Form 3500A and a copy of the IRS determination letter (in step above) and receive an affirmation of exemption letter from the FTB.

A partnership with an existing non-profit that has housing trust experience may be a preferred approach.

### **10. Revenue Pursuit**

Once nonprofit status has been approved, SBCOG would begin pursuit of revenue sources, operating as a dual JPA/nonprofit housing trust. This would include the following actions, not necessarily completed in this order:

- a. Collect annual membership dues from participating jurisdictions.
- b. Solicit private donations from large local corporations and businesses.
- c. Collaborate with local jurisdictions to collect their PHLA allocations to help leverage State matching funding.
- d. Apply for State matching funding, NTHF grant funding, and other grants.
- e. Follow protocol established by the US Department of Treasury to become a CDFI. Once registered as a CDFI, draft a CIN template to offer low-interest loans to private entities.
- f. Partner with participating jurisdictions to negotiate CBAs with developers for allocation of funds to the housing trust.
- g. Provide continual support for cities attempting to impose TOT fees or inclusionary zoning requirements for allocation of those funds to the housing trust fund.

### **11. Transition to Ongoing Implementation**

SBCOG would manage the resulting income sources and allocate them toward programs meeting established priorities. Growth would be managed over time and the Board of Directors would steer the goals of the housing trust over the long-term.

# APPENDIX A: Existing Housing Trust Profiles



The following table lists all housing trust funds in California cataloged by the Housing Trust Fund Project through 2020. This list is not exhaustive of all housing trust funds in the state. Of the 46 jurisdictions on this list, 14 are located in Southern California, 2 are in Central California, and the remaining 32 are located in Northern California.

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
Alameda County	Affordable Housing Trust Fund	2003	Housing and Community Development (public)
Anaheim	Housing Trust Fund	2005	Community Development Department (public)
Berkeley	Housing Trust Fund	1990	Housing Development (public)
Butte, Shasta, Yuba, Sutter, Tehama, Siskiyou, Glenn, Plumas, Lassen, Modoc, Trinity, and Colusa Counties	Housing Trust Fund	2015	North Valley Housing Trust (private/nonprofit)
Campbell	Housing Trust Fund	2006	Community Development Department (public)
Citrus Heights	Affordable Housing Trust Fund	2003	Housing and Grants Division (public)
Cupertino	Affordable Housing Fund	1987	Community Development Department (public)
Elk Grove	Affordable Housing Fund	2003	Planning (public)
Emeryville	Housing Trust Fund	2014	Economic Development and Housing (public)
Fremont	Affordable Housing Development Fund	2014	Housing Division (public)
Livermore	Housing Trust Fund	2005	Community Development (public)
Long Beach	Housing Trust Fund	2005	Housing Services Bureau (private/nonprofit)
Los Angeles	Affordable Housing Trust Fund	2002	Housing Department (public)
Los Angeles	Affordable Housing Impact Trust Fund	2017	Chief Administrative Officer (public)
Los Angeles: Skid Row	Affordable Housing Trust	1989	Skid Row Housing Trust (private/nonprofit)

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
Los Angeles County	Affordable Housing Trust Fund	2013	LA County Community Development Commission (public)
Mammoth Lakes	Housing Trust Fund	2003	Mammoth Lakes Housing (private/nonprofit)
Marin County	Workforce Housing Trust Fund	2004	Community Development Agency (public)
Menlo Park	Below Market Rate Housing Program	1988	Community Development (public)
Monterey, San Benito, and Santa Cruz Counties	Housing Trust Fund	2016	Monterey Bay Economic Partnership (private/nonprofit)
Morgan Hill	Senior Housing Trust Fund	Not available	Not available
Mountain View	Housing Trust Fund	Not available	Not available
Napa County	Affordable Housing Fund	1992	Napa Valley Housing Authority (public)
Oakland	Affordable Housing Trust Fund	2003	Department of Housing & Community Development (public)
Orange County	Housing Trust	2010	Orange County Housing Trust (private/nonprofit)
Orange County <sup>1</sup>	Housing Finance Trust	2019	Orange County Housing Finance Trust (JPA)
Oxnard	Affordable Rental Housing Trust Fund	2003	Housing Department (public)
Palo Alto	Affordable Housing Fund	1974	Planning and Community Development (public)
Pasadena	Housing Trust Fund	1993	Housing and Community Development Department (public)
Petaluma	Housing Fund	2003	Housing Division (public)
Sacramento	Affordable Housing Trust Fund	2020	City of Sacramento (public)
Sacramento City and County	Housing Trust Fund	1989	Housing and Redevelopment Agency (public)
San Diego	Housing Trust Fund	1990	San Diego Housing Commission (public)

<sup>1</sup> This trust is not explicitly for housing for homelessness. Given the JPA model, it is included in this list. Source: Housing Trust Fund Project, 2020; City of West Hollywood, 2020; Monterey Bay Economic Partnership, 2020; North Valley Housing Trust, 2020; Skid Row Housing Trust, 2020; City of Sacramento, 2020.

JURISDICTION	HOUSING TRUST FUND	YEAR CREATED	ADMINISTERING AGENCY
San Francisco City and County	Housing Trust Funds	1987; 2012	Office of Housing (public)
Alhambra, Arcadia, Azusa, Baldwin Park, Claremont, Covina Diamond Bar, Duarte, El Monte, Glendora, Irwindale, La Canada Flintridge, La Verne, Monrovia, Montebello, Pasadena, Pomona, San Gabriel, South El Monte, South Pasadena, Temple City, and West Covina	Housing Trust Fund	2020	San Gabriel Valley Regional Housing Trust
San Jose	Housing Trust Fund	2003	Department of Housing (public)
San Jose	Housing Impact Fee Fund	2014	Department of Housing (public)
San Luis Obispo County	Housing Trust Fund	2003	San Luis Obispo County Housing Trust Fund (public)
San Mateo County	Housing Endowment and Regional Trust	2003	HEART of San Mateo County (private/nonprofit)
San Mateo County	Affordable Housing Trust Fund	2013	San Mateo County Department of Housing (public)
Santa Barbara County	Housing Trust	2005	Housing Trust of Santa Barbara County (private/nonprofit)
Santa Clara County	Housing Trust Silicon Valley	1997	Housing Trust Silicon Valley (private/nonprofit)
Santa Cruz	Affordable Housing Trust Fund	2003	Housing Division (public)
Santa Monica	Citywide Housing Trust Fund	1986	Housing Division (public)
Santa Rosa	Housing Trust	2004	Economic Development and Housing (public)
Sonoma County	County Fund for Housing	2005	Department of Community Development (public)
Sunnyvale	Housing Trust Fund	Not available	City of Sunnyvale (public)
Ventura County	Housing Trust Fund	2010	Housing Opportunities Made Equal (private/nonprofit)
West Hollywood	Affordable Housing Trust Fund	1986	Rent Stabilization and Housing Division (public)

The following nine California-based housing trusts have different organizational structures, funding sources, and fund activities, but each demonstrates the ability to incite housing change despite divergent regional contexts. Some housing trusts examined below are located in Northern California due to the higher occurrence of housing trusts in Northern California and specifically housing trusts operating under the private/nonprofit model, the organization model recommended for SBCOG. The table below provides an overview of each of the housing trusts examined in this paper.

HOUSING TRUST	ANNUAL BUDGET	PROGRAMS AND ACTIVITIES
County of Ventura Housing Trust Fund	Annual budget for 2019: \$451,849 (revenue) \$297,957 (expenses)	Revolving loan fund, pro-bono consulting for affordable housing developers
Orange County Housing Trust	Annual budget for fiscal year 2019- 2020: About 5 million.	Provides gap financing for developers creating permanent supportive and affordable housing projects. They have also provided short-term residual loans in the past with a smaller budget and interest in faster turnover on loan terms.
Orange County Housing Finance Trust	Fiscal Year 2019-2020 Contributions and Grants: \$6.5 million	Funding for permanent supportive or affordable housing restricted to persons or families who qualify as extremely low-income.
San Diego County Innovative Housing Trust	Annual budget for fiscal year 2021-2022: \$25 million.	Provides gap financing to create or preserve affordable housing and permanent or transitional housing for those at risk of experiencing homelessness.

San Mateo HEART	Annual budget for fiscal year 2015-2016: \$1.6 million (revenue), \$756,594 (expenses)	Revolving loan fund (both First Time Homebuyer Loans and Development Loans), Green and Livable Accessory Dwelling Unit Resource (GLADUR) program
San Mateo County Housing Trust	Not disclosed	Revolving loan fund for multifamily affordable rental housing projects. This includes predevelopment, construction, and permanent loans to developers for new developments and rehabilitation loans for existing affordable rental housing.
Skid Row Housing Trust	Annual budget 2018: \$39 million	Revolving loan fund, supportive services for the homeless, development and ongoing management and operation of permanent and supportive housing
West Hollywood Affordable Housing Trust Fund	Annual budget 2019: \$1.7 million	Provide residual receipt loans for acquisition and rehabilitation or construction of new affordable housing developments with affordability restrictions for 55 or 57 years. Loans are forgivable if the term is fulfilled to annuity. They are interested in expanding to fund a first-time homebuyer program in the future.
San Gabriel Valley Regional Housing Trust	2022 State Budget Allocation: \$21 million FY 2020-2021 Total Income = \$647,450	Emergency shelter pilot project (tiny homes) and gap funding for affordable housing development.

## COUNTY OF VENTURA HOUSING TRUST FUND

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The nonprofit County of Ventura Housing Trust Fund (CVHTF), since rolling out housing support in 2012, has issued over \$9 million in approved loans, constructed 365 affordable housing units, helped 15 affordable housing developments in 70 percent of cities within the county, and raised \$6.7 million through grants, investments, sponsorships, and fundraisers.<sup>12</sup>

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: 2005, first loan in 2012
- Percent of expense budget dedicated to operating costs: 77 percent
- 2019 annual budget: \$451,849 (revenue), \$297,957 (expenses)
- Programs and activities administered: Revolving loan fund, pro-bono consulting for affordable housing developers
- Top revenue sources: Revolving Loan Program, events, donations and grants, local government grants
- Best practice recommendations:
  - Do not accept funds from local governments earmarked to come back into that jurisdiction.
  - Leverage funding creatively through layering of all different sources.
  - Only work with seasoned affordable housing developers.
  - Recycle money from State matching funds through a revolving loan program to gradually remove State's restrictions from repaid money.
  - Focus on providing short-term loans such as construction loans or gap financing and avoid pre-construction loans or first-time homebuyer loans during first few years of the trust due to higher risks and larger loan amounts.
  - Seek guidance and feedback from the developer community often.

## ORANGE COUNTY HOUSING TRUST

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Orange County Housing Trust (OCHT) is a nonprofit private capital-funded housing trust powered by NeighborWorks Orange County (NWOC) and Orange County Business Council (OCBC) – two leading organizations committed to making Orange County a vibrant place to live, work and play. NWOC and OCBC have retooled OCHT, originally established in January 2010, as a financing vehicle for grantors, foundations, and corporations to leverage public and private funding to bring future permanent supportive and affordable housing projects to Orange County. Using the Housing Trust of Silicon Valley as a model, the OCHT engages local businesses to help tackle the housing issues

<sup>12</sup> Housing Trust Fund Ventura County, 2019, Everyone Deserves a Home: 2019 Annual Report.

facing the county. The Disneyland Resort provided a \$5 million grant for seed funding to provide housing support in Anaheim, which financed a 102-unit affordable housing development. The OCHT Board of Directors is comprised of the region's top business leaders including The Irvine Company, U.S. Bank, OCBC, Disneyland Resort, and FivePoint Holdings. The trust operates within NWOC's organizational structure as a program, which keeps operation costs low.

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: Established in 2010, revitalized in 2019
- Percent of expense budget dedicated to operating costs: No restrictions on operating costs, but it amounts to about \$48,000/year to administer with in-house staff at NWOC. There are no official staff positions for the trust.
- Annual budget for Fiscal Year 2019-2020: About \$5 million, due to Disneyland donation
- Programs and activities administered: Provides gap financing for developers creating permanent supportive and affordable housing projects. They have also provided short-term residual loans in the past with a smaller budget and interest in faster turnover on loan terms.
- Top revenue sources: Private investments
- Best practice recommendations: Nonprofit housing trust funds struggle more with obtaining seed funding, but nonprofits should be persistent because it takes a long time and lots of labor to obtain money from private sources. Private organizational models have the benefits of avoiding politics and involvement from government that comes from public ownership in a housing trust fund.

## ORANGE COUNTY HOUSING FINANCE TRUST

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The Orange County Housing Finance Trust (OCHFT) was formed by legislation in 2018 to address the housing needs of those experiencing or at-risk of experiencing homelessness. OCHFT is a JPA structured trust between the County of Orange and 23 cities throughout the county. The trust is structured to distribute funding between the Service Planning Areas in the county, which are boundaries used for providing homelessness services. Between 2020-2021 the trust released 2 NOFAs, funding 13 developments for permanent supportive housing. More than \$10.5 million was made available through the 2022 NOFA. The trust entered into an agreement with the County of Orange, which allocates \$20.5 million in Mental Health Services Act funds and \$5 million in County general funds over five years as dedicated and matching funds to the trust for development of affordable and supportive housing.

- Organizational Structure: Joint Powers Authority with Nonprofit Partnership

- Year Established: Established in 2018 by statute
- Administrative Budget: OCHFT notes that at least \$300,000 is needed for the first year of administrative costs. The County of Orange provides \$200,000 annually to support administrative costs.
- Fiscal Year 2019-2020 Contributions and Grants: \$6.5 million
- Programs and activities administered: Funding for permanent supportive or affordable housing restricted to persons or families who qualify as extremely low-income.
- Top revenue sources: County Mental Health Services Act Funds and Local Housing Trust Funds
- Best practice recommendations: The ability for the trust to utilize funds to apply for state matching funds provides a mutually beneficial partnership between the trust and the County. The trust partners with an established non-profit that accepts donations on behalf of the trust. The non-profit is experienced in accepting large donations and their fee comes from the donation itself, so the trust is able to keep overhead costs low.

## SAN DIEGO COUNTY INNOVATIVE HOUSING TRUST FUND

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The San Diego County Board of Supervisors directed the creation of the Innovative Housing Trust Fund (IHTF) to increase the regional supply of affordable housing for low income and vulnerable populations. Since its inception in 2017, the IHTF helped create 1,397 affordable units in 20 developments in the region, leveraging over \$560 million in public and private capital sources.

- Organizational Structure: Local Housing Trust
- Year Established: 2017
- Annual budget for Fiscal Year 2021-2022: \$25 million for affordable housing.
- Programs and activities administered: Gap financing to create or preserve affordable housing and permanent or transitional housing for those at risk of experiencing homelessness.
- Top revenue sources: County budget allocation.
- Best practice recommendations: Foster public-private partnerships.

## SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

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The San Gabriel Valley Regional Housing Trust is a joint powers authority (JPA) created by Senate Bill 751 (Rubio) in early 2020. The Trust was established with the stated purpose of funding the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley, by receiving public and private financing and funds, authorizing and issuing bonds and other debt instruments. The Trust designated \$835,000 in capital funding for a non-congregate (tiny home) Emergency Shelter Pilot Program totaling up to 60 units for emergency shelter. In 2021, the State earmarked \$21 million of its the budget for the trust. The JPA is governed by a nine-member Board of Directors, seven of whom are representatives from jurisdictions that are members of the SGVRHT and two of whom are experts in housing and homelessness.

- Organizational Structure: Joint Powers Authority
- Year Established: February 2020, first grant awarded in February 2021
- FY 2020-2021 Total Income: \$647,450 and \$21 million earmark in State budget announced in 2021
- Programs and activities administered: Emergency shelter pilot project (tiny homes) and gap funding for affordable housing development.
- Top revenue sources: State Budget, Measure H Funds, and Homeless Initiative Innovation Funds
- Best practices: A variety of funding sources will allow more flexibility to address the strongest housing needs. Land banking is an ideal strategy for community land trusts. Create NOFA applications that don't require applicants to go through lengthy processes that they have already been through for other funds. Even cities that do not want affordable housing in their communities may still want to address housing needs at a regional scale. Therefore, it is important to provide an option for being a supporter of the trust without being a member.

## SAN MATEO HOUSING ENDOWMENT AND REGIONAL TRUST

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In San Mateo County there are two regional housing trusts, a County-administered trust (explored in detail below) and San Mateo's Housing Endowment and Regional Trust (HEART) is a JPA/nonprofit fund operated throughout the County. While the County fund primarily uses sales taxes through Measure K to fund housing projects, HEART cannot directly obtain this funding and therefore uses different sources to augment housing support. To avoid duplication of services,

the two entities collaborate often to fund different types of projects and policies, harness different funding sources based on their eligibility, and partner on projects when appropriate. HEART noted that, while the County releases a NOFA for developers semiannually, development deals typically occur more often and much faster, so developers can work with HEART instead to minimize time and money lost in the bureaucratic cycle of hearings, long review periods, and commission meetings.

San Mateo's HEART, both a Joint Powers Authority and nonprofit, has raised over \$12 million since 2003—\$2.9 million from the private sector and \$9.5 million from the public—to fund the construction, renovation, or purchase of over 805 homes for low- and moderate-income families, representing nearly 10 percent of all new units built in San Mateo County in the last five years. This fund is invested in many developments representing a combined \$217 million in direct economic activity, stimulating both construction and permanent jobs. HEART's investment work has leveraged over \$18 in funds from other sources for every \$1 from HEART to bring additional resources into the region.<sup>13</sup>

- Organizational Structure: Joint Powers Authority and 501(c)3 Nonprofit
- Year Established: 2003
- Percent of expense budget dedicated to operating costs: 94 percent
- Annual budget for Fiscal Year 2015-2016: \$1.6 million (revenue), \$756,594 (expenses)
- Programs and activities administered: Revolving loan fund (both First Time Homebuyer Loans and Development Loans), Green and Livable Accessory Dwelling Unit Resource (GLADUR) program
- Top revenue sources: public investment from the County of San Mateo and matching grants from the State of California
- Best practice recommendations:
  - Gain activist interest to generate support for the trust without the trust becoming overtly political itself.
  - Establish strong relationships with local jurisdictions.
  - Communicate often with local developers.
  - Direct investment dollars from local jurisdictions back into their jurisdiction whenever possible.
  - Hire outside consultants intermittently to perform loan underwriting or bookkeeping to keep in-house staffing low and reduce administrative costs
  - Operate as a dual Joint Powers Authority and nonprofit to allow the flexibility to operate with power as a jurisdiction while receiving money from the state and private

13 HEART of San Mateo, 2020, <https://www.heartofsmc.org/about-heart/>, accessed on April 7, 2020.

contributions.

- Avoid accepting housing-dedicated funds from local governments because that money will theoretically be spent on housing in their own jurisdiction anyway.
- Require that cities commit a percentage of their annual appropriations for the first five to ten years of the trust as their “membership dues”.

## SAN MATEO COUNTY HOUSING TRUST

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The County’s Department of Housing (DOH) operates the countywide regional housing trust. The fund was initially started when the Board of Supervisors (BOS) allocated \$13.4 million of unrestricted General Funds to affordable housing purposes, as derived from a one-time distribution of housing trust funds held by former redevelopment agencies in San Mateo County. The County housing trust fund currently primarily uses sales taxes through Measure K to fund housing projects both in the unincorporated county and within cities. Measure K is a direct appropriation from the County’s BOS every two years. The allocation has increased over the years as demand from developers has increased, evidenced by more applications and larger loan requests. They also receive funding from HCD’s No Place Like Home (NPLH) fund and the California Emergency Solutions and Housing Program. The County releases two NOFAs annually, collaborating with developers throughout the year to ensure that their NOFA meets the needs of the affordable housing development community. Administrative costs are low for this fund, and it is set up so that most housing trust funds go directly towards the projects.

- Organizational Structure: County (Department of Housing)
- Year Established: 2013
- Percent of expense budget dedicated to operating costs: Not disclosed. DOH notes that they charge a 1.5 percent administrative cost fee as part of the loan application process, but it does not cover DOH’s costs to administer the trust.
- Available funds released in June 2019: \$27.6 million available for affordable housing. Note that this is one of two NOFAs typically released per year.
- Programs and activities administered: Revolving loan fund for multi-family affordable rental housing projects. This includes predevelopment, construction, and permanent loans to developers for new developments and rehabilitation loans for existing affordable rental housing.
- Top revenue sources: Measure K funds
- Best practice recommendations:
  - Release NOFAs on a consistent schedule because it allows developers to anticipate the

- funds and better plan for affordable housing projects.
- Foster open and strong relationships with the development community and ask for feedback on programs.
- Work closely with jurisdictions to determine what they need without duplicating efforts.

## SKID ROW HOUSING TRUST

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The Skid Row Housing Trust (SRHT), a nonprofit focused on ending homelessness in Los Angeles County, has invested in 26 housing developments in 30 years, providing nearly 2,000 people with permanent homes and thousands more with transitional support on the way to more independent living. In 2018, SRHT generated revenue from development and service fees, foundation and corporate grants, government grants, and contributions for development of supportive and transitional housing.<sup>14</sup>

- Organizational Structure: 501(c)3 Nonprofit
- Year Established: 1989
- Percent of expense budget dedicated to operating costs: 11.8 percent
- 2018 annual budget: \$39 million
- Programs and activities administered: Revolving loan fund, supportive services for the homeless, development and ongoing management and operation of permanent and supportive housing.
- Top revenue sources: Development and service fees
- Best practice recommendations: not available for interview

## WEST HOLLYWOOD AFFORDABLE HOUSING TRUST FUND

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The West Hollywood Affordable Housing Trust Fund (AHFT) is a City-operated housing trust fund established in 1986 to offset development impacts and generate additional resources to meet the affordable housing need. The City's policy requires residential and commercial developers to provide affordable housing or pay an in-lieu fee to finance affordable housing development in the city. These two revenue streams provide the largest sources of revenue annually, but they vary widely based on the development cycle each year. For example, the City has annual revenue totals ranging from 1.8 million to 11 million in the past five years, solely due to varying contribution requirements written into development agreements. The West Hollywood AHFT requires at least 20 percent of units be designated low-income, and 60 percent of units be designated low- to

<sup>14</sup> Skid Row Housing Trust, 2020, <https://skidrow.org/about/impact/>, accessed on April 7, 2020.

moderate-income in all affordable housing projects funded. They perform nexus studies every three to four years to ensure the commercial linkage fees and residential in-lieu fees provide an adequate return on investment without crippling potential development projects and investor interests.

- Organizational Structure: City (Rent Stabilization & Housing Division)
- Year Established: 1986
- Percent of expense budget dedicated to operating costs: 5-10% of administrative costs are permitted in the terms of money received from the residential in-lieu fees and the commercial linkage fees.
- 2019 annual budget: \$1.7 million (\$1.8 million in 2018, \$3.4 million in 2017, \$11 million in 2016, and \$2.1 million in 2015)
- Programs and activities administered: Provide residual receipt loans for acquisition and rehabilitation or construction of new affordable housing developments with affordability restrictions for 55 or 57 years. Loans are forgivable if the term is fulfilled to annuity. They are interested in expanding to fund a first-time homebuyer program in the future.
- Top revenue sources: Residential in-lieu fees (projects less than 10 units must pay an in-lieu fee or restrict at least one unit to be affordable; projects with 11 or more units must dedicate 20% of units for low-income households) provide at least \$600,000 annually and commercial linkage fees (commercial projects over 10,000 square feet must pay \$9/square foot to the housing trust fund) contributes at least \$600,000 annually to the fund as well.
- Best practice recommendations: Given SBCOG'S scope, it would be very effective for any new trust to operate at a regional level and follow a JPA approach to give smaller communities with limited resources the ability to create affordable housing and address the housing shortage at a regional level. Seeing the benefits of a regional JPA approach to housing trust funds, West Hollywood is interested in banding together with other cities in Los Angeles to do follow a similar model in the future. Perform nexus studies every few years if fees are adopted to fund the housing trust to ensure they do not impose severe financial barriers to development. Work with developers continuously to understand barriers to affordable housing development and alleviate unnecessary development constraints.

## KEY TAKEAWAYS FROM TRUST INTERVIEWS

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The following synthesizes key takeaways reiterated by multiple established trusts in personal interviews.

1. Stable funding exists in the form of revolving loan funds, allocation of development fees, and matching funds from the state. While private donations and State budget allocations may occur in large sums, they are not indicative of funding that may be available annually.
2. Local support from the public and decision-makers is crucial to establish a housing trust. Lack of community support often stems from misinformation regarding the greater need for more affordable housing, so an effective campaign and outreach is critical for success.
3. Community Impact Notes (CINs) are an effective source of revenue for trusts. Trusts that do not currently offer CINs as a program note that it is their goal to become a CDFI and issue CINs in the future.
4. Housing is a regional issue, and this should be emphasized in campaign messaging to local government staff and officials whenever possible. However, local jurisdictions may be averse to contribute funds when there is no set guarantee of reinvestment back into their community. Therefore, funds should be reinvested back into jurisdictions that contribute housing trust funds whenever feasible, though not established as a requirement. For example, if TOT revenues are funneled to a housing trust, then the trust should attempt to direct towards housing activities in that community.
5. Be wary of contributions from jurisdictions that may have that money earmarked for activities specific to their jurisdictional boundaries. For example, cities or counties with an inclusionary zoning ordinance may have regulations requiring that affordable housing in-lieu fees be directly invested back into that community. Therefore, any money donated from those jurisdictions would be earmarked to ensure they are allocated to activities in that jurisdiction. While this delineation of funds provides cities with protections on their investments, they restrict the ability of the housing trust to further leverage funds to enact greater change in the regional community.
6. Only provide loans to seasoned affordable housing developers, and work with them continuously to minimize development uncertainty and address barriers to affordable housing creation.
7. Reduce administrative costs by keeping staffing low, contracting out for underwriting services, and sharing costs with other nonprofits or partner agencies when possible.
8. Seek guidance and feedback with the developer community often to ensure programs funded by the trust are effective and user-friendly.

# APPENDIX B: Housing Trust Funding Sources



## STATE AND FEDERAL GRANTS

### PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

Funded through the \$75 real estate transaction fee established by Senate Bill (SB) 2, the PLHA Program is intended to provide a permanent source of funding for local governments to support affordable housing. PLHA funds are flexible and can be used for a variety of housing-supportive efforts, including as matching funds for local or regional housing trusts.

The 2019-2023 5-year PLHA Allocation for SBCOGs participating jurisdictions is estimated at approximately \$31 million in formula (non-competitive) grants and competitive grants in San Bernardino County, with total funding available contingent upon the real estate transaction fees from year to year.<sup>15</sup> The first NOFA for formula grants was issued in February 2020. Applications will program five years of PLHA formula funding and be issued on an annual basis, as real estate transaction fees are collected. While applications can only be submitted in response to a NOFA, local jurisdictions unable to submit applications for the 2020 NOFA, may apply in 2021 to redeem funding allocated for 2020. Under the Program, a Joint Powers Authority, such as a SBCOG-administered housing trust, could be delegated funds by a local jurisdiction, those funds could then be leveraged as matching funds needed to secure revenue from the competitive PLHA funds.

JURISDICTION	FUNDING AMOUNT
<b>Entitlement Communities</b>	
Apple Valley	\$1,725,366
Chino	\$1,496,190
Chino Hills	\$1,063,710
Fontana	\$5,886,732
Hesperia	\$3,034,662
Ontario	\$5,520,108
Rancho Cucamonga	\$2,702,856
Rialto	\$3,586,716
City of San Bernardino	\$273,393
Upland	\$1,667,022
Victorville	\$3,736,620
County of San Bernardino	\$727,093

<sup>15</sup> The San Bernardino County PLHA allocation includes cities with populations smaller than 50,000. As an urban county, it is the County's responsibility to utilize those funds within those those unincorporated areas and cities with populations smaller than 20,000.

## STATE-MATCHING LOCAL HOUSING TRUST FUND (LHTF) PROGRAM

The California Department of Housing and Community Development (HCD) distributes matching State funds for local and regional housing trust funds in California. Funding is restricted to the following applicant types: a city, county, or city and county; a charitable nonprofit organization permitted in Section 501(c)(3) of the Internal Revenue Code; and Native American Tribes. For a SBCOG-administered trust to be eligible for funds, member jurisdictions would need to take action to form the trust and identify SBCOG as the partner agency representing the participating jurisdictions. All participating member jurisdictions must have a State law-compliant housing element to be eligible for funding.

Eligible sources of funds to be matched by State funds include taxes, fees, loan repayments, and public or private contributions. Funds restricted for housing use by State or federal law, including the Home Investment Partnerships Program (HOME), Community Development Block Grant (CDBG) Program, or redevelopment agency Low and Moderate Income Housing Fund (LMIHF) funds administered by HCD, cannot be used as matching funds. While local (single jurisdiction) housing trusts are not allowed to apply for matching funds using their Permanent Local Housing Allocation (PLHA) funds, regional housing trusts can receive matching funds from PLHA funds. As a new regional housing trust, a SBCOG trust would be eligible to request a minimum match of \$750,000 and a maximum of \$5 million, if using PLHA funds.

State matching funds require that all construction workers be paid prevailing wage, which can make affordable housing project costs infeasible, even with the additional funding. As a work around, existing housing trusts often separate State matching funds from other funding sources that do not invoke prevailing wage, and use those funds for expenses not related to construction such as administrative costs, loan underwriting fees, or homelessness services. If developers opt to use State matching funds through a housing trust's revolving loan fund (explored below), the returned capital from the loan repayments is no longer held to prevailing wage requirements.

## NATIONAL HOUSING TRUST FUND PROGRAM (NHTF)

NHTF is an affordable housing production grant program supporting affordable housing for low- and very-low-income households. This is the only federal resource dedicated explicitly to housing trusts. Administered at the State level through HCD, this grant funds production or preservation of affordable housing, and housing trusts are eligible applicants to receive this funding. The grant requires that at least 80 percent of each annual grant is for rental housing and allows for up to

10 percent each for homeownership housing and the trust fund's administrative and planning costs.<sup>16</sup> NHTF funds may be used for the acquisition, new construction, reconstruction, and/or rehabilitation of housing with suitable amenities. All NHTF-funded rental housing must be restricted to affordable housing for at least 30 years. All NHTF-funded homeownership housing must have an affordability restriction for a period of 10, 20 or 30 years, depending on the amount of NHTF investment in the unit. HCD further specifies eligible activities through the annual release of a NOFA; in 2018, eligible activities were limited to new multifamily construction for all applicants.

## BONDS

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### GENERAL OBLIGATION (GO) BONDS

General Obligation (GO) bonds are a popular type of municipal bond for housing trusts, invoked via a new tax rather than a specific project's revenue. To put them on the ballot, proposed GO

bond measures must be adopted by resolution by the jurisdiction's elected officials and must receive a two-thirds majority vote. In 2016, Alameda County voters approved a \$580 million Affordable Housing GO bond, Santa Clara County voters approved a \$950 Homelessness and Housing GO Bond, and Oakland voters approved an infrastructure GO bond that included \$100 million for housing. Each of these bonds include a portion that directly funds a local affordable housing trust. GO bonds may be a feasible housing trust funding source in some SBCOG jurisdictions, though many may struggle to garner sufficient elected official or voter support for approval.

### REVENUE BONDS

Revenue bonds are municipal bonds supported by specific revenue streams and are tax exempt because they are entirely financed by a specific project. For example, mortgage revenue bonds are directly repaid by the individual buyer. While the lack of municipal backing power on this type of bond increases the risk, it also increases the rate of interest paid back on the bond. The City of Santa Rosa's housing trust issued tax-exempt revenue bonds for public purpose developments that require below market interest rate financing to meet community needs. The City Council approved multiple types of revenue bonds including both single-family housing mortgage revenue bonds and multifamily rental housing revenue bonds. Local jurisdictions should have guidelines to consider requests for revenue bonds to preserve potential bond buyer confidence in the jurisdiction and form the basis for short and long-term policy objectives.

<sup>16</sup> U.S. Department of Housing and Urban Development, Community Planning and Development, 2015 National Housing Trust Fund Fact Sheet, <https://files.hudexchange.info/resources/documents/National-Housing-Fund-Trust-Factsheet.pdf>, accessed March 28, 2020.

## TAX INCREMENT FUNDS AND TAXES

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Property tax-based strategies can effectively generate revenue in strong housing markets where home values continue to appreciate over time. Local jurisdictions can contribute directly to the housing trust fund from discretionary local revenues using a designated portion of existing local revenue sources or establishing a new tax increment fund or tax. While establishing new taxes is less popular with the general public, they provide a reliable, steady source of revenue for housing trust funds. Types of tax increment funds or other taxes include:

### REDEVELOPMENT TAX INCREMENT FUNDS

With voter approval, a city or county can establish redevelopment areas using the redevelopment of blight as a nexus for allocating additional property taxes collected in the area to improve the neighborhood's housing. Housing trusts then receive additional property taxes resulting from increased property value as the area improves. For example, Philadelphia's Housing Trust Fund has reported a 4.7 percent increase in property values near housing trust fund developments, accounting for inflation.<sup>17</sup> In California, Los Angeles County directs tax increment revenue collected from designated redevelopment areas annually to their Affordable Housing Trust Fund. A Community Revitalization and Investment Authority (CRIA) can also be created to authorize the revitalization of disadvantaged communities through affordable housing via tax increment financing.

### REAL ESTATE TRANSFER TAX

A real estate transfer tax is a sales tax, based on the value of the property and assessed at the State, county, and/or city level, most often used as general revenue. However, real estate transfer taxes can be dedicated to specific uses, such as affordable housing development. Real estate transfer taxes typically range from 0.01 to 0.40 percent and often include exemptions for low-income households and first-time homebuyers. Real estate transfer tax increases are not restricted under California's Proposition 13, as they are not considered property taxes.

Real estate transfer taxes must be approved by a vote of the local jurisdiction. General law cities are authorized to impose a tax of up to \$0.55 per \$1,000 of value. There is no cap on the real estate tax for charter cities, so San Bernardino County's six charter cities, Adelanto, Big Bear Lake, Loma Linda, Needles, San Bernardino, and Victorville, could impose the tax above this statutory

<sup>17</sup> Center for Community Change, 2016, The 2016 Housing Trust Fund Survey Report, [https://housingtrustfundproject.org/wp-content/uploads/2016/10/HTF\\_Survey-Report-2016-final.pdf](https://housingtrustfundproject.org/wp-content/uploads/2016/10/HTF_Survey-Report-2016-final.pdf), accessed March 23, 2020.

limit if desired. To enact a real estate transfer tax, a local jurisdiction can either propose a measure for increasing the real estate transfer tax to generate general revenue, which only requires a majority vote to pass, or propose a measure that specifically funds affordable housing, which requires a two-thirds vote to pass.

Real estate transfer taxes are popular funding sources for affordable housing in the state, but are often created through general revenue measures, rather than specifically for affordable housing due to the less stringent vote requirements. A companion measure, requiring a two-thirds majority to pass, is required to accompany a general revenue measure to clarify the use of collected funds, such as the diversion of funds to a SBCOG-administered trust for housing. For example, the City of Santa Rosa has a real estate transfer tax collected based on the sale of homes in the city, which provided approximately \$3.8 million in FY 2019-2020. This money is funneled to the General Fund and then, per the companion measure, transferred to the housing trust fund for housing-related programs annually.

### TRANSIENT OCCUPANCY TAX

The transient occupancy tax (TOT) is a voter-approved tax that is charged for the use of any transient occupancy facility, such as a hotel. The tax is required to be paid by the guest to the operator of the transient facility at the time that rent is paid. A jurisdiction can allocate the TOT collection toward affordable housing by establishing a nexus to the generated need for and/or loss of affordable housing in the local jurisdiction's TOT ordinance. For example, a hotel, lodging, or short-term rental generates significant income for local jurisdictions. Hotels and motels create many low-paying jobs in areas that often lack affordable housing for these workers. Additionally, short-term rentals, such as Airbnbs and vacation rentals by owner (commonly known as VRBOs) reduce the supply of housing available for sale or long-term rental and increase the costs of long-term rents overall.

Often, short-term rentals are not included in the TOT's definition of transient occupancy facilities, so these facilities are exempt. SBCOG member jurisdictions can leverage funds from local TOTs to support a housing trust fund by increasing the existing TOT or revising the definition of transient occupancy facilities to include short-term rentals. By law, a new TOT or increase to an existing TOT rate requires a majority vote of the general public. TOT revenues are typically allocated to the general fund, unless approved as a special TOT tax, which requires a two-thirds vote for approval. A special TOT tax would allow direct allocation of funds to affordable housing upon demonstrating a reasonable nexus. There is no statewide cap on the TOT.

The City of Sacramento has a TOT rate of 12 percent and increased revenue collected from the TOT by including short-term rentals in their definition of transient occupancy facilities beginning in 2016. The additional revenue collected is allocated to affordable housing. Both the City of Pismo Beach and the Town of Mammoth Lakes have enacted TOT ordinances on short-term rentals and annually allocate collected taxes towards the creation of affordable housing. Pismo Beach's Municipal Code Chapter 17.09 provides an example TOT ordinance with model nexus language, and the Town of Mammoth Lakes provides clear definitions for all transient occupancy facilities that generate taxable revenue for member cities to reference.<sup>1819</sup>

## FEES

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Fees are a pragmatic strategy to generate revenue from private entities without imposing blanket taxes on the general public. In addition, fees do not require voter approval to be initiated; they simply need approval from the local government's elected body. Fees require a nexus be established between the activity charged and the resulting activity funded, thereby ensuring that money is reinvested into the community. Common fees imposed by local governments that could support a housing trust are described below.

### DEVELOPMENT IMPACT FEES AND COMMERCIAL LINKAGE FEES

Many jurisdictions have impact and commercial linkage fees to support affordable housing. Commercial linkage fees may be assessed on all new non-residential development under the assumption that the facilities will stimulate the creation of low-wage jobs but will not provide on-site affordable housing for low-wage workers. Los Angeles, San Diego, and West Hollywood have all adopted commercial linkage fees for housing production. Similarly, housing impact fees may be assessed on new market-rate residential development under the assumption that new residents will generate increased demand for services and, in turn, low-wage jobs to fulfill that demand. The fee revenue is distributed to support the development of housing affordable for the new employees and/or residents attracted to the new development. Local jurisdictions could deposit these linkage or housing impact fees into the housing trust fund. To enact a fee for the housing trust, existing fees could be diverted to the housing trust fund by a vote of the local jurisdictions' governing bodies, or a new developer impact fee or commercial linkage fee could be established in individual jurisdictions.<sup>20</sup> City and county staff would prepare an ordinance and resolution to specify such details as the fee's purpose, nexus to affordable housing, and methods for fee calculation.

18 City of Pismo Beach Municipal Code, 2020, <https://www.prcity.com/DocumentCenter/View/25961/Pismo-Beach-Outside-Coastal-Zone-Short-Term-Rental-Ordinance>, accessed April 8, 2020.

19 Town of Mammoth Lakes Municipal Code, 2020, [https://library.municode.com/ca/mammoth\\_lakes/\\_codes/code\\_of\\_ordinances?nodeId=TIT3REFI\\_CH3.12TROCTA#TIT3REFI\\_CH3.12TROCTA\\_3.12.040TAIM](https://library.municode.com/ca/mammoth_lakes/_codes/code_of_ordinances?nodeId=TIT3REFI_CH3.12TROCTA#TIT3REFI_CH3.12TROCTA_3.12.040TAIM), accessed April 8, 2020.

20 Institute for Local Government, 2007, Establishing a Local Housing Trust Fund, [https://www.ca-ilg.org/sites/main/files/file-attachments/resources\\_\\_Local\\_Housing\\_Trust\\_Fund\\_0.pdf](https://www.ca-ilg.org/sites/main/files/file-attachments/resources__Local_Housing_Trust_Fund_0.pdf), accessed March 23, 2020.

## INCLUSIONARY ZONING IN-LIEU FEES

Over 150 California cities have adopted inclusionary housing programs that require new housing developments meeting certain criteria to provide a percentage of affordable housing as a condition of development of both owner and renter-occupied housing. These programs generally allow in-lieu fees to be paid as an alternative to direct construction of the required housing; such in-lieu fees could be allocated to a housing trust. To do so requires an ordinance approved by the jurisdiction's elected body. Some cities explicitly require that the money obtained from in-lieu fees be invested back into the community where fees are incurred, which can make the funding more difficult to utilize through a regional housing trust.

## DOCUMENT RECORDING FEE

Local jurisdictions can adopt a document recording fee placing a surcharge on the \$75 administrative fee set by the State to generate income for the housing trust fund. The additional recording fee must be approved by a majority vote of the public. For the fee to be explicitly dedicated for affordable housing, it would need to be approved by two-thirds of voters as it would be considered a special fee.

## BUSINESS LICENSE FEES

Cities and counties can charge an annual business license fee for continued operation in their jurisdiction. The fees can be tiered according to business size and type to ensure small businesses or nonprofit organizations are not overburdened. When used for housing trusts, fees are typically funneled to the jurisdiction's general fund as they are collected and an appropriation is transferred to the housing trust fund on an annual basis. The City and County of San Francisco assesses such a fee for allocation to the housing trust fund.

## LOANS

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Once provided with base funding, housing trust funds often lend money to private or nonprofit developers for affordable housing projects. Revolving loan funds are one example of the types of loans that housing trusts often offer and, due to their unique ability to "clean" money, explored below, they are considered here as a type of funding source.

## REVOLVING LOAN FUND

Housing trusts can provide reduced rate financing for construction or purchase of affordable housing. Loan repayments can then be used to create a revolving fund that allows the trust fund to

make additional investments. While this is not an option to fund start-up costs, a loan repayment program would provide the housing trust fund with ongoing revenue, strengthening the fund's stability and longevity. Arlington County, Virginia, finances the creation of affordable housing with support from loan repayments and developer contributions in addition to the County's general fund allocations and document recordation fees. In FY 2019, the County reported \$14.3 million allocated to its housing trust fund and estimated that every dollar of County loan funds leveraged three dollars in private funds.<sup>21</sup>

While this revenue source does not generate considerable new funding (it primarily recycles existing funds), it allows trusts to better tap into restricted funding sources. Not only does a revolving loan fund help the trust maintain a consistent revenue source over time, it also allows trusts to “clean” money received from grants with strict requirements. Once money has been repaid by developers or first-time homebuyers through the revolving loan fund, it is essentially “clean” for the trust to use at its own discretion. This function generates one of the largest sources of non-restricted funds for trusts over time.

## PRIVATE SOURCES

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### PRIVATE DONATIONS

Individuals, corporations, or organizations can pledge one-time or ongoing funds to a housing trust. For example, the Silicon Valley Housing Trust (SVHT) was established using a \$2 million grant from Santa Clara County, matched by \$1 million donations each from Adobe, Applied Materials, Cisco Systems, Intel, KB Homes, and Solectron. While San Bernardino County does not have the same large supply of multi-million dollar corporations as Silicon Valley, the housing trust could solicit funds from prominent private employers in the region such as Amazon, Redlands Community Hospital, Environmental Systems Research, Inland Empire Health Plan, and other large employers. In particular, it may be possible to leverage investments by health care providers given the linkage between homelessness and health care services.

### COMMUNITY BENEFIT AGREEMENTS

Community Benefit Agreements (CBAs) are an effective tool to extend a developer's commitment to provide a range of community benefits related to a new development project. In exchange for public support from a community group(s) for the development project, the developer enters into a contract with the community group. CBAs are voluntary agreements, and agreement details related to amenities, mitigations, or funds contributed are negotiated between the

<sup>21</sup> Arlington County, <https://housing.arlingtonva.us/development/financial-tools/>, accessed on April 3, 2020.

community groups and developers. The expansion of health centers, universities, or other major developments present an opportunity for CBAs that include payments to a housing trust fund, as support services staff and maintenance staff would qualify for affordable housing negotiated in

a CBA. In California, government representatives sometimes serve as formal CBA signatories to facilitate agreements between these groups. SBCOG could collaborate with member jurisdictions to engage medical centers and California State University, San Bernardino as they develop plans to expand.

## OTHER FUNDING SOURCES

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In addition to bonds, grants, taxes, fees, and loan repayment, housing trusts may receive support from other non-recurring sources of funding. These sources are described below.

### DISCRETIONARY LOCAL REVENUES

Local jurisdictions can opt to contribute directly to local or regional housing trust funds from discretionary local revenues in their general fund. Upon the dissolution of redevelopment agencies (RDAs) in 2012, the State funds collected from local property taxes previously allocated to RDAs for housing were redirected back into city and county general funds, making local governments the successor agencies responsible for winding down RDA activities and seeing through existing obligations. Local governments still collect revenues owed to dissolved RDAs and can opt to divert a percentage of these funds from the general fund into a separate fund for affordable housing, including to a housing trust. This has been done in numerous communities, including Alameda County where 20 percent of RDA funds, between \$5 million and \$7 million each year, have been allocated the Alameda County Affordable Housing Trust Fund.

### SALE OF PUBLICLY-OWNED LAND

Some housing trusts have been able to access unrestricted proceeds from the sale of publicly owned land. In addition to city- and county-owned lands, housing trusts can work with local school districts and transit agencies as partners to auction available land and may offer technical assistance to facilitate the sale. Trusts receive a percentage of proceeds from the sale as a voluntary donation from the local government or public agency.



**Town of Yucca Valley  
Town Council Staff Report**



**To:** Town Council

**From:** Curtis Yakimow, Town Manager

**Date:** March 10, 2026

**Meeting Date:** March 17, 2026

**Subject:** 2026 Town Point-in-Time Count Update and Related Recommendations

**Recommendation:**

That the Town Council receive and file an update on the 2026 Point-in-Time Count Activity and provide direction regarding the creation of a Town Community Engagement and Homeless Outreach Coordinator.

**Prior Review:**

None with this item.

**Discussion:**

The San Bernardino County 2026 Point-in-Time Count and Subpopulation Survey is a one-day, street-based and service-based unduplicated count and subpopulation survey of sheltered and unsheltered individuals to identify how many people in San Bernardino County are homeless and what their subpopulation characteristics are on a given day. The Count was conducted on Thursday, January 22, 2026.

The Department of Housing and Urban Development (HUD) requires that continuum of care (CoC) communities that receive HUD CoC funding (such as San Bernardino County), perform an annual "one day, point-in-time" unduplicated count and subpopulation survey of sheltered and unsheltered homeless individuals during the last week of January. Results of the Homeless Count and Subpopulation Survey provide the County and local jurisdictions with benchmark numbers that will serve as the basis for developing local community and countywide strategies to provide effective programs serving homeless individuals and families which can assist them in exiting life on the streets.

Current Year Data

The final Point in Time Count report for the Town's 2026 count will be released in late spring or early summer 2026. During the recent count, one Town team participated in the street level count in much of the central portion of the Town. In the span of about two hours, 23 homeless

individuals were identified and counted. The majority of these individuals were located on private property such as vacant lots and business areas, as well as drainage areas within the east central portion of the Town. With multiple teams canvassing the Town, the actual count will increase. Further, anecdotal observations provided by Basin service organizations serving the homeless population indicate that the real count of homeless in the Basin may be higher than what is reflected in the one-day count.

### Town Approach

Services for the homeless population in the Town are provided by social service vendors not affiliated with Town. Many of these providers are contract service providers through broader social service contracts with San Bernardino County. Further, public safety response has been provided by San Bernardino County through the Town's Schedule A contract, as well as through the County's Homeless Outreach and Proactive Enforcement (HOPE) team and the Innovative Remote Onsite Assistance Delivery (InnRoads) program. Direct Town services have been limited primarily to reactive Code Compliance and Public Works services.

Through the experience and observations of the latest point in time count, the need for a Town directed Community Engagement and Homeless Outreach Coordinator is evident.

A dedicated municipal coordinator serves as a central hub for navigating the complex web of housing and social services, ensuring that resources are allocated efficiently rather than in silos. By establishing a unified data-tracking system, this position allows a town to move beyond estimates and identify the realistic scope of its homeless population. Understanding the specific demographics and needs of those on the street enables the town to tailor its interventions and secure appropriate funding, shifting the strategy from reactive crisis management to proactive, holistic, data-driven solutions.

Furthermore, this role prioritizes street-level engagement, which is essential for building the rapport and trust required to help individuals with complex needs move toward long-term stabilization. Consistent outreach ensures that service providers are present where the need is greatest, facilitating a more human-centered approach to homeless management.

In instances where individuals decline available services, this position assists with public safety and code compliance by providing a clear record of the assistance offered. This approach ensures that any necessary law enforcement or municipal code actions are conducted with a full understanding of the outreach efforts already made. By bridging the gap between social services and public safety departments, the coordinator helps maintain a balance between providing compassionate support and ensuring that public spaces remain safe and accessible for all community members, and private property rights are not diminished.

A draft position description is included as an attachment to the staff report for consideration and input as desired. Upon approval, recruitment will commence to fill this important role. As the position is developed, opportunities to collaborate with the County may prove mutually beneficial.

### **Alternatives**

None recommended.

**Fiscal Impact:**

The Town's FY 2024-26 amended Measure Y budget includes funding for community engagement and homeless outreach programs. The proposed position will be accommodated within the existing budget.

**Attachments**

- 1. draft\_YV Community Engagement and Homeless Coordinator

**COMMUNITY ENGAGEMENT AND HOMELESS SERVICES COORDINATOR****DEFINITION**

Under general supervision and direction, plans, organizes, coordinates, and implements community engagement initiatives and homeless service coordination for the Town. This position serves as a liaison between the Town, community stakeholders, services providers, nonprofit organizations, law enforcement, and individuals experiencing homelessness, and performs related work as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Deputy Town Manager of Administration. Exercises no supervision of staff.

**EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)**

*Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so that qualified employees can perform the essential functions of the job.*

**Community Engagement**

- Develops and implements community outreach and engagement strategies to vulnerable populations.
- Serves as the primary point of contact for residents, businesses, community groups, and partner agencies regarding homelessness and related community concerns.
- Establish trust and rapport with the vulnerable populations.
- Responds to inquiries and concerns from the public in a professional and timely manner.
- Builds collaborative partnerships with local nonprofits, faith-based organizations, regional agencies, and service providers.
- Prepares informational materials, reports, presentations, and updates for Town management, Town Council, committees, and the public.
- Participates in coordinated response efforts with law enforcement, code enforcement, and public works when appropriate.

**Homeless Services Coordination**

- Researches, develops and recommends proposed Town programs and policies related to vulnerable populations including homeless and/or unhoused individuals.
- Coordinates homeless outreach efforts and works directly with individuals experiencing homelessness to connect them with the appropriate services. such as substance use treatment, behavioral health services, Employment and workforce development programs, Veterans services, Public benefits (SSI/SSDI, Medicaid, SNAP, etc.)
- Assist clients with documentation recovery (ID, birth certificate, Social Security card).
- Collaborates with County, State, and regional service providers to ensure access to housing, behavioral health, employment, and support services.

- Participates in regional Continuum of Care meetings and related collaborative efforts.
- Tracks service date, outcomes, and program effectiveness.
- Assist in Point-in-Time counts (PITC) and housing inventory counts.

## **QUALIFICATIONS**

### **Knowledge of:**

- Principles and practices of community engagement and public outreach.
- Homelessness response systems and service delivery models.
- Federal and State funding sources related to homelessness (e.g., ESG, HHAP, etc.)
- Grant administration and reporting requirements.
- Applicable laws, regulations, and Town procedures.
- Conflict resolution and trauma-informed approaches.
- Occupational hazards and standard safety practices necessary in the area of code compliance.
- Modern office practices, methods, computer equipment, and computer applications.

### **Ability to:**

- Build and maintain effective working relationships with diverse stakeholders.
- Communicate clearly and effectively, both verbally and in writing.
- Present information to various audiences.
- Exercise sound judgment and handle sensitive situations with professionalism.
- Work independently.
- Maintain accurate records and prepare detailed reports.
- Engage compassionately and effectively with vulnerable populations.
- Utilize de-escalation techniques in high-risk situations.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Follow trauma-informed and harm-reduction approaches.
- Coordinate emergency responses when needed.
- Establish and maintain positive and effective working relationships with those contacted in the course of the work.

### **Education and Experience:**

*Any combination of training and experience, which would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

- Graduation from an accredited college or university with a bachelor's degree in Public Administration, Social Services, Psychology or other related field and/or,
- Four (4) years of progressively responsible experience in working with unhoused individuals in the development, delivery, monitoring, or evaluation of community programs. Experience working in outreach, case management, social services preferred.

### **Licenses and Certifications:**

- Valid California class C driver's license.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various Town facilities and work sites and walk on uneven terrain; and to operate a motor vehicle and to visit various Town and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

**ENVIRONMENTAL ELEMENTS**

Work is performed in both office and field environments. Fieldwork may include contact with individuals experiencing homelessness and exposure to outdoor weather conditions.

**WORKING CONDITIONS**

May be required to work evening/weekends.

**DISASTER SERVICE WORKER**

All Town employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the Town may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different from the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, the employee will be expected to remain at work due to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, the employee must make every effort to contact his/her direct supervisor or department head to obtain reporting instructions as a Disaster Service Worker.